## WELCH'S<sup>®</sup> JUICEFULS<sup>®</sup> SOCIAL SWEEPSTAKES OFFICIAL RULES NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

## This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. The information you provide will be used only if you are determined a Sweepstakes winner.

- 1. Sweepstakes Period: The Welch's<sup>®</sup> Juicefuls<sup>®</sup> Social Sweepstakes (the "Sweepstakes") starts at 10:01 a.m. Eastern Time ("ET") on September 21, 2021 and ends on September 30, 2021 at 11:59 p.m. ET ("Sweepstakes Period").
- 2. Eligibility: Open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older as of date of Entry and possess a web-enabled mobile device as of September 19, 2021. Employees and their immediate family members (and those residing in the same household regardless of whether or not they are related) of PIM Brands, Inc. ("Sponsor"), Don Jagoda Associates, Inc., their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies and their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development, evolvement and execution of this Sweepstakes (the "Sponsor and its Administrators") are not eligible to participate or win. Sweepstakes is void where prohibited.
- 3. How To Enter: During the Sweepstakes Period, you may enter on your web-enabled mobile device using the Instagram application (the "Site") by sharing a photo or video to your Instagram Feed (photo or video does not need to include Welch's<sup>®</sup> Juicefuls<sup>®</sup>) with #ShareYourJuicefuls, #Sweepstakes and tagging @welchsfruitsnck that complies with the entry requirements outlined below to receive one (1) entry ("Entry") into the random drawing. Entries must be received by 11:59 pm ET on September 30, 2021 to be included in the random drawing. You may use only one (1) Instagram account ID to enter. Multiple entrants are not permitted to share the same Instagram account to submit an Entry. You must have a public Instagram account to enter. If you do not have an Instagram account, and you would like to create one for free, download the free Instagram app to your mobile device at either the Apple® App Store or the Google® Play store. Potential winners may be required to show proof of being the authorized account holder of the Instagram account associated with the Entry. Limit one (1) Entry per person. The person uploading the Entry will be deemed the entrant (the "Entrant"). If there is a dispute as to the identity of an Entrant, the Entrant will be deemed the authorized account holder of the Instagram account submitted at the time of Entry. "Authorized account holder" of an Instagram account is defined as the person who is responsible for joining Instagram and who manages the email address associated with the account. Any Entry not in compliance with the above and which does not meet the other requirements of these Official Rules will be disqualified. Participation is subject to disqualification of all Entries, if Sponsor and its Administrators discover that multiple accounts are used by the same person. As applicable, normal Internet/phone access and usage/data charges imposed by Entrants' online/mobile service will apply. All Entries become property of the Sponsor.
- Entry Requirements: By entering, you agree to waive any rights you may have to the Entry submitted. The Entry, or 4. portion thereof, must not contain obscene, profane, lewd, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor's sole discretion. Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can an Entry defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Entrants may not copy or otherwise plagiarize the Entry from any source. All Entries must be the sole, original work of the Entrants. Any Entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, inappropriate, disparaging, offensive or contains proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disgualify the Entrant. Entries should not contain any third-party materials (other than Welch's<sup>®</sup> Fruit Snacks), or otherwise violate or infringe (or possibly infringe) any copyright, trademark, logo, mark that identifies a brand. By submitting an Entry, Entrant grants to Sponsor (and to those acting on its behalf) a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the Entry (in whole or in part) as Sponsor, in its

sole discretion, deems appropriate including, without limitation, (a) in connection with Sponsor's business; and (b) in connection with the businesses of Sponsor's successors, parents, subsidiaries, and their related companies. Sponsor may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such Entry. By submitting an Entry, each Entrant represents and warrants that the Entry meets all of the submission requirements set forth herein and that the distribution, reproduction, display and any other uses of any part of the Entry by Sponsor as permitted herein will not infringe any third-party rights. Each Entrant further agrees to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by such Entrant of such warranties or representations made by Entrant or of these Official Rules. Instagram is not affiliated with this in any way and is not responsible for the administration of the Sweepstakes or the awarding of the prizes. No endorsement or approval of Sweepstakes by Instagram is expressed or implied. Automated, script, macro or robotic Entries will be disqualified, if discovered by Sponsor and its Administrators. Any Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified.

- 5. Winner Selection: At the conclusion of the Sweepstakes Period, ten (10) winners will be randomly selected from among all eligible Entries received. The random drawing will be conducted by the Sponsor, whose decisions are final on all matters relating to the Sweepstakes. Odds of winning a prize are dependent upon the number of eligible Entries received. Prizes will be awarded to the selected winners. Winners will be notified by DM on Instagram (as further described below). Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value if any advertised prize is unavailable.
- 6. Winner Notification and Verification: Sponsor will attempt to notify potential winners by direct message on Instagram, and potential winners must follow the instructions outlined in the direct message within 48 hours of notification attempt. Prize winners will also be required to provide a mailing address for his/her Entry. Prizes will be fulfilled within six to eight weeks after winner verification. If potential winner does not follow the instructions outlined in the direct message within 48 hours of the first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner is not in compliance with the Official Rules (including eligibility requirements), and/or if potential winner fails to provide required identification by the deadlines set by Sponsor, potential winner may be disqualified and an alternate potential winner may be selected by random drawing from among remaining eligible, non-winning Entries.
- 7. Prizes And Approximate Retail Values ("ARV"): Grand Prize (1): One (1) winner will receive a one (1) Year Supply of Juicefuls® [sixty four (64) boxes] and Sponsor-selected Juicefuls® swag. (ARV: \$225); First Prize (9): Nine (9) winners will receive Sponsor-selected Juicefuls® swag and Sponsor-selected Juicefuls® (ARV: \$55 each). Acceptance of any prize constitutes permission for the Sponsor and its agencies to use winners' names, photos and/or likenesses and Entries for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law (TN residents need not so consent). Winners are responsible for all federal, state and local taxes and all other costs and expenses associated with the prize not specified herein as being awarded. No transfer, substitution or cash equivalent permitted by winner.

Prizes are awarded "as is" without any warranty or guaranty of any kind. Prizes are nontransferable, and no substitutions are allowed except by the Sponsor, which reserves the right to award a prize of equal or greater value. Prizes will be awarded provided a sufficient number of eligible Entries are received.

8. General: Prize winners and all Entrants, as a condition of entry into the Sweepstakes agree to release and hold harmless Sponsor, Instagram, each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Sweepstakes (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property that may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Prize winners assume all liability for any injury or damage caused, or claimed to be caused by participation in the Sweepstakes or use or redemption of any prize. By entering, Entrant accepts and

agrees to be bound by these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts in an annoying, abusive, threatening, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of these Official Rules and any marketing or other materials used in connection with the Contest, the terms of these Official Rules will govern. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Sweepstakes. Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prizes in a random drawing from non-suspect, eligible Entries received prior to cancellation.

- 9. Governing Law: The Sweepstakes and these Official Rules will be governed by the laws of the State of New Jersey and those courts located in Bergen County, New Jersey shall have exclusive jurisdiction in the event that any dispute arises regarding the Sweepstakes or the prizes, without giving effect to any choice of law or conflict of law rules. Any and all disputes shall be brought individually without resort to any form of class action. Under no circumstances will any Entrant be permitted to obtain any award for, and Entrants hereby waive all rights to claim, punitive, incidental or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased are hereby waived. In no event shall Entrant be entitled to receive attorneys' fees or other legal costs or expenses.
- 10. Winners: For the name of the winners, available after October 31, 2021, send a stamped, self-addressed envelope by November 1, 2021 to: Welch's<sup>®</sup> Juicefuls<sup>®</sup> Social Sweepstakes Winners, 8100 Von Karman Ave, Unit 1000, Irvine, CA 92612.
- 11. Sponsor: The Sponsor of the Sweepstakes is PIM Brands, Inc., One PIM Plaza, Park Ridge, New Jersey, 07656.

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