

Date: November 28, 2022
Client: Promotion In Motion Inc. d/b/a PIM Brands Inc.
Promotion: The Welch's® Fruit Snacks Big Game Giveaway
Subject: Official Rules

Mandatories for Creative:

NO PURCHASE NECESSARY. Void where prohibited. The Welch's® Fruit Snacks Big Game Giveaway is sponsored by Promotion In Motion Inc. d/b/a PIM Brands Inc. Open to legal residents of 50 United States & D.C., who are 18 or older. Begins at 12:00 a.m. ET on 1/2/23 & ends 11:59 p.m. ET on 1/31/23. For Official Rules and how to enter for free, visit www.welchsfruitsnacks.com/giveaway-rules/.

Legal Disclaimer Copy to be included in any Online or Social Media Advertising that Mentions the Promotion:

NO PURCH NEC. Open to 50 US/DC 18+ Ends 1/31/23 Rules: www.welchsfruitsnacks.com/giveaway-rules/

**THE WELCH'S® FRUIT SNACKS BIG GAME GIVEAWAY OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN**

1. **SWEEPSTAKES PERIOD:** The The Welch's® Fruit Snacks Big Game Giveaway (the "Sweepstakes") starts January 2, 2023 at 12:00 a.m. Eastern Time ("ET") and ends January 31, 2023 at 11:59 p.m. ET ("Sweepstakes Period").
2. **ELIGIBILITY:** Open only to legal residents of the 50 United States or the District of Columbia, who are, as of date of entry, at least eighteen (18) years of age. Employees of Promotion In Motion Inc. d/b/a PIM Brands Inc. (the "Sponsor"), Don Jagoda Associates, Inc. (the "Administrator"), e-Design, their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (collectively, the "Sponsor and its Administrators"), and its affiliates and each of their respective employees, shareholders, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.
3. **HOW TO ENTER:** During the Sweepstakes Period, visit www.flowpage.com/welchs-fruit-snacks-giveaway and follow the on-screen instructions to complete the registration form to receive one (1) entry ("Entry") into the random drawing.

Limit one (1) Entry per person per day. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such Entries and that entrant will be disqualified. Normal Internet/phone access and data/usage charges imposed by your online/phone service provider will apply. All Entries must adhere to the Official Rules of the Sweepstakes. Any Entry that does not adhere to the Official Rules is subject to disqualification from the Sweepstakes.

4. **RANDOM DRAWING:** One (1) Grand Prize winner, one (1) First Prize winner, and eight (8) Second Prize winners will be selected in a random drawing to be held on or about February 2, 2023 from among all eligible Entries received. The random drawing will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes.
5. **PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):**
 - a. **Grand Prize (1):** A Sponsor-selected television, a Sponsor-selected surround sound system, a Sponsor-selected \$500 gift card, a Sponsor-selected cornhole set, and a 250-count mega box of Welch's fruit snacks (ARV: \$3,065).
 - b. **First Prize (1):** A Sponsor-selected \$500 gift card, a Sponsor-selected cornhole set, and a 250-count mega box of Welch's fruit snacks (\$800).

c. **Second Prize (8 total):** A 250-count mega box of Welch's fruit snacks.

There is no retail value associated with the mega box. Limit one (1) Prize per person/household. All federal, state, and local income taxes for acceptance and use of each prize are the sole responsibility of each winner. Prizes are nontransferable and no substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value. Winners are solely responsible for all taxes in connection with the prize, including without limitation federal, state and local taxes, and reporting consequences thereof. The odds of winning a prize depend on the total number of eligible Entries received throughout the Sweepstakes Period.

6. **WINNER NOTIFICATION/VERIFICATION:** Potential Grand and First Prize winners will notified via email and will be required to sign and return a Declaration of Eligibility and Liability Release, and except where prohibited, publicity release ("**Declaration**") within forty-eight (48) hours of notification in order to be confirmed as the winner. If a potential Grand or First Prize winner fails to return the completed Declaration within forty-eight (48) hours, or if Declaration is returned as undeliverable, or if Entrant shall be deemed to be ineligible or otherwise not in compliance with these Official Rules, then potential Grand/First Prize winner will be deemed disqualified and their claim to the applicable prize will be forfeited and an alternate potential Grand/First winner will be randomly selected from the remaining eligible Entries and the same verification process outlined above will be followed to verify that potential winner. Second Prizes will be automatically shipped to Second Prize winners within eight-ten weeks of the conclusion of the Sweepstakes Period. Return of any Second Prize as undeliverable will result in disqualification and alternate selection. Prizes will be awarded provided a sufficient number of eligible Entries are received throughout the Sweepstakes Period.

All potential winners are subject to verification by Sponsor and/or Administrator, whose decisions are final and binding in all matters related to the Sweepstakes. A participant is not a winner of any prize unless and until participant's eligibility has been verified and participant has been notified that verification is complete.

7. **GENERAL RULES:** By participating in this Sweepstakes, entrants and winners agree to be bound by these Official Rules and the decisions of the Sponsor. All applicable laws and regulations apply. Entrants and winners hereby hold the Sponsor and its Administrators and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (the "**Released Parties**") harmless from and against any third party claim arising from use of any Entry and entrants and winners waive any right to inspect or approve uses of their Entry by Sponsor in connection with the Sweepstakes or to be compensated for any such uses. Participating in the Sweepstakes constitutes permission to the Sponsor to use an entrant's and winner's name, address, and likeness in connection with the administration of the Sweepstakes only and as otherwise required by law. By participating in the Sweepstakes, the entrants and winners and guests agree that Released Parties will have no liability whatsoever for, and will be held harmless by entrants and winners for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry, the acceptance, possession, use or misuse of any prize, if applicable, or participation in the Sweepstakes or participation in any Sweepstakes related activity. You hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them. The Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes materials or the offering or announcement of the prizes. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor, in their sole discretion. In the event of termination, a drawing for the prizes will be conducted from among all eligible Entries received prior to termination.
8. **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 prize, 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.

9. **PRIVACY:** Information collected from entrants is subject to Sponsor's Privacy Policy, located at <https://pimbrands.com/privacy-policy/>.
10. **WINNERS:** For the names of the winners, available after March 1, 2023, send a stamped, self-addressed envelope by March 30, 2023 to: The The Welch's® Fruit Snacks Big Game Giveaway – Winners, 100 Marcus Drive, Dept: AK, Melville, NY 11747.
11. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is Promotion In Motion Inc. d/b/a PIM Brands Inc., One PIM Plaza, Park Ridge, NJ 07656. The Administrator of this Sweepstakes is Don Jagoda Associates, 100 Marcus Drive, Melville, NY 11747.