

## Welch's Fruit Snacks Halloween Costume Giveaway Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST THE AGE OF MAJORITY AT THE TIME OF ENTRY OR AS OTHERWISE NOTES ON THE CONTEST PAGE (as defined below). ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES.**

By entering a sweepstakes (each, a "**Sweepstakes**"):

- you will be bound by and comply with these Official Rules for the Sweepstakes ("Official Rules"), which include the terms for the applicable Sweepstakes ("Sweepstakes Terms") as well as these General Terms and Conditions, and which together form a legally binding agreement between you and Promotion In Motion Inc., d/b/a IM Brands, Inc. (the "**Sponsor**") identified in the applicable Sweepstakes Terms;
- you represent that you satisfy all eligibility requirements; and
- you will comply with all applicable laws, rules, or regulations (collectively, "**Applicable Laws**").

If you do not agree to these Official Rules, do not enter the Sweepstakes.

**Sweepstakes Terms.** The Sweepstakes Terms include various Sweepstakes-specific terms, including the identity of the Sponsor(s) and any administrator, information about the prize(s) and the approximate retail value of prize(s), how to enter, when and how winners will be selected, odds of winning, and the Sweepstakes Period (the start and end dates/times for the Sweepstakes).

To enter the Sweepstakes, Entrant must complete all three of the following tasks: 1) Like the dedicated Sweepstakes post on Instagram or TikTok 2) follow @Welchsfruitsnk on Instagram or @WelchFruitSnacks on TikTok, 3) tag a friend in a comment on the dedicated Sweepstakes post on Instagram or TikTok. One hundred (100) winners will be randomly selected from eligible entries on TikTok and fifty (50) winners will be randomly selected from eligible entries on Instagram ("**Winner**"). Each Winner will receive two (2) Welch's Fruit Snacks costumes (ARV \$24.99 each, \$49.98 for both) and one (1) 26 ct box of Welch's® Halloween Fruit snacks (ARV \$7.99). (Total ARV of the combo pack of prizes \$57.97). Sweepstakes Period: 12:01 AM (EST) on October 9, 2023 through 11:59 PM (EST) on October 15, 2023.

**Eligibility.** Open to individual legal residents of the 50 United States and the District of Columbia, who are at least the legal age of majority in their state or province and country of residence prior to the date of entry unless otherwise noted on PIM's website, or Facebook page, or Instagram page or other PIM controlled social media page (collectively "**Contest Page**"). Employees, representatives and agents of Sponsors, its affiliates (including Promotion In Motion Inc. d/b/a PIM Brands Inc. ("**PIM**"), if PIM is not itself the Sponsor), and any third-party administrator or promotional partners, and their immediate family members and anyone domiciled with any of the above are not eligible to participate in the Sweepstakes.

All entries must be received during the Sweepstakes Period in order to be eligible. Limit one entry per person per Sweepstakes unless noted otherwise on the Contest Page and entrant must use own email address or social media user name if applicable (collectively “**Accounts**”). For avoidance of doubt, you may not enter multiple times using multiple Accounts. All Sweepstakes entries become the property of Sponsor and will not be acknowledged or returned.

**Prize(s); Winner Selection & Notification of Winners; Conditions.** Subject to these General Terms and Conditions, the Sponsor will award a prize to one or more individuals (as specified in the applicable Sweepstakes Terms) who will be selected at random from among all eligible entries received. If you are selected to be a winner, an e-mail notification or social media message will be sent to you (depending on the medium in which the Sweepstakes is taking place and/or how you entered). Each person selected to win must respond within forty-eight (48) hours of the notification being sent to them. Each winner must provide any information required by Sponsor for delivery of any prize, including, if applicable, your shipping address.

Subject to these Official Rules, prize(s) will be fulfilled by the Sponsor. Each prize will be awarded only after (i) Sponsor's receipt of the selected winner's response and any required affidavit of eligibility, declaration of compliance, release and/or other documentation; (ii) proper verification of the selected winner's identity; all subject to selected winner's compliance with the Official Rules. Return of the prize notification as "undeliverable" or any failure to respond or to return any required affidavit or other documentation in the time period provided above, or any other failure to comply with these Official Rules, will result in disqualification of the selected winner and forfeiture of the prize. Sponsor is not required to award elsewhere any prizes forfeited by the chosen winner. Sponsor is not responsible for any late, lost, stolen, damaged, delayed, or undelivered prizes.

Each winner will be solely responsible for paying any taxes and any other expenses incurred by the winner in connection with receiving the prize or participating in the Sweepstakes, including any income taxes, sales or use taxes, value added taxes, goods and services taxes, or harmonized sales taxes. Throughout the term of a Sweepstakes, and as a condition to receiving any prize, you will provide Sponsor with an affidavit of eligibility, declaration of compliance, release, and any other forms, documents, or certifications, including any that may be required for Sponsor (or its affiliates, any third-party administrator, or promotional partners) to satisfy any information reporting or withholding tax obligations with respect to any payments related to a Sweepstakes.

Each prize will be awarded "as is" and without warranty of any kind, express or implied (including any implied warranty of merchantability or fitness for a particular purpose). If you win a prize, you may not transfer, assign, or redeem the prize for cash. The Sponsor may substitute a prize with a prize of similar or greater value.

**Other Sweepstakes.** By entering a Sweepstakes, you will not be automatically entered into or eligible to participate in or receive any prizes awarded in any other Sweepstakes. In order to enter multiple Sweepstakes, you must enter each Sweepstakes separately in accordance with the respective Sweepstakes' entry and eligibility requirements.

**Licenses to User-Generated Content; Rights of Publicity.** By entering a Sweepstakes, you grant an irrevocable, perpetual, worldwide, non-exclusive license to Sponsor and its affiliates (including PIM), to use, reproduce, modify, distribute, display, publish and create derivative

works of any content that you provide, make available, or upload to a social media platform in connection with a Sweepstakes, including, but not limited to, any posts you create featuring the prizes if you are a Winner (collectively, "**User-Generated Content**") in whole or in part in all media now known or hereafter devised, throughout the universe, in any way Sponsor or its affiliates see fit. You consent to Sponsor and its affiliates doing or omitting to do any act that would otherwise infringe your "moral rights" in any such User-Generated Content and you waive in favor of Sponsors and its affiliates any moral rights you may have in such content. Display or publication of any User-Generated Content on Sponsor's or its affiliates' website or social media properties does not indicate that you will be selected as a winner. Sponsor and its affiliates will not pay any additional consideration, notification, or permission in connection with any use of any User-Generated Content. You represent and warrant that (i) you own all rights, including all intellectual property rights, in and to all of your User-Generated Content; (ii) you are the original author of all of your User-Generated Content; and (iii) you have all rights necessary to grant the rights you are granting herein, and such grants will not violate any agreements between you and any third party or violate any third party's privacy rights.

You agree that, by entering a Sweepstakes, Sponsor and its affiliates (including PIM, if it is not the Sponsor itself) may use, display, publish, or broadcast, the winner's name, image, or likeness or social media account name in any manner and in any medium for its promotional and advertising purposes without additional compensation, notification, or permission, including posting in a winner's list, except where prohibited by law.

Upon Sponsor or its affiliate's request, you will sign any necessary documentation that may be required for Sponsor or its affiliate to make use of the rights granted herein.

**Termination of Sweepstakes; Changes to Official Rules.** Sponsor may modify or cancel a Sweepstakes or these Official Rules at any time without prior notice for any reason whatsoever as allowed by law. Without limiting the foregoing, (a) if for any reason a Sweepstakes is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness, or proper conduct of a Sweepstakes, Sponsor may terminate the Sweepstakes; (b) Sponsor will not be liable for failure, delay, or termination in a Sweepstakes because of causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood, pandemic or degradation, or failure of third party networks or communications infrastructure; and (c) Sponsor may modify a Sweepstakes Period depending on the available supply of prizes.

**Release.** Sponsor, its promotional partners, any third-party administrator, and its parents, affiliates, and any other entities involved in any aspect of the Sweepstakes, and their affiliates (including PIM if it is not the Sponsor itself), officers, directors, employees, representatives, and agents (collectively, the "**Released Parties**") are not responsible for and do not assume any liability for, and you agree to release and will hold them harmless from and against any and all liability, loss, injury, or damage to property or person, including death, rights, claims, and actions, and reasonable attorney's fees and court costs, of any kind (collectively, "**Losses**") arising in whole or in part, directly or indirectly, from: (a) the administration of a Sweepstakes, including any modification or termination of the Sweepstakes, the selection or confirmation of winners or awarding of prizes, and any errors, omissions, or inaccuracies in connection with the

foregoing or in any Sweepstakes-related materials; (b) the acceptance, possession, use, or misuse of a prize (or any product purchased with a prize) or participation in a Sweepstakes; (c) any lost, misdirected, late, or incomplete entries or for inaccurate entry information; (d) any operation or transmission error, failure of electronic communications, theft, unauthorized access to, or alteration of, entries; (e) any damage to any computer or device resulting from accessing or downloading Sweepstakes materials or otherwise participating in a Sweepstakes; (f) the security or privacy of information transmitted via computer networks, including any breaches of privacy due to interference by a third party, including third-party computer "hackers" or otherwise; or (g) any failure by you to make any disclosures in any social media post or activity in connection with the Sweepstakes as required by these Official Rules or Applicable Law. Sponsor may disqualify any individual found to be: (x) tampering with a Sweepstakes; (y) violating these Official Rules; or (z) acting in an unsportsmanlike or disruptive manner or with intent to threaten or harass any person, and each of the foregoing will be deemed a breach of these Official Rules. Incomplete, robotic, automatic, programmed, or similar entries will be disqualified. The authorized subscriber of the account used to enter a Sweepstakes at the actual time of entry will be deemed to be the participant and must comply with these Official Rules in the event of a dispute as to entries submitted by multiple users having the same e-mail or social media account.

**Limitation of Liability.** Without limiting the foregoing or any other provision herein, the Released Parties' total liability for any and all claims, judgements, and awards against the Released Parties shall not exceed the total out-of-pocket expenses incurred by you to enter the applicable Sweepstakes. In no event shall the Released Parties be liable for any attorneys' fees, punitive, indirect, incidental, special, and consequential damages.

**No Facebook, Instagram, or TikTok Endorsement; Release.** This Sweepstakes is in no way sponsored by, endorsed by, administered by, or associated with Facebook, Inc. ("Facebook"), Instagram, LLC ("Instagram"), or TikTok, Inc. ("TikTok"). You understand that you are providing information to Sponsor and not to Facebook, Instagram, or TikTok. However, you understand that by using and interacting with facebook.com, the Facebook mobile app, Instagram.com, the Instagram mobile app, TikTok.com, or the TikTok mobile app, you are subject to the terms, conditions, and policies that govern the use of those websites and mobile apps. You should therefore review the applicable terms and policies, including privacy and data gathering practices, before using or interacting with them. You may not inaccurately tag content on Facebook, Instagram, or TikTok in connection with the Sweepstakes. By entering a Sweepstakes, you agree to and do hereby release, discharge, and hold harmless Facebook, Instagram, and TikTok and their respective affiliates, employees, officers, directors, and representatives from any Losses arising out of (a) participation in a Sweepstakes or any Sweepstakes-related activities, or (b) the acceptance, use, misuse, or possession of any prize awarded hereunder or any product purchased with any prize awarded hereunder.

**Sponsor's Decisions are Final.** You agree that Sponsor's decisions related to any Sweepstakes and any distribution of prizes are final.

**WAIVER OF JURY TRIAL AND CLASS ACTIONS.** EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT,

OR OTHERWISE, ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THESE OFFICIAL RULES, THE SWEEPSTAKES, OR ANY PRIZE (OR ANY PRODUCT PURCHASED WITH A PRIZE). ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZES AWARDED (OR ANY PRODUCTS PURCHASED WITH A PRIZE), SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM CLASS ACTION.

**Choice of Law; Jurisdiction; Equitable Relief.** This sweepstakes is void wherever prohibited or restricted by Applicable Law and is subject to all Applicable Laws. Each Sweepstakes is governed by the laws of New Jersey. You hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the state of New Jersey for resolution of all claims, differences, and disputes the parties may have regarding this Agreement. Notwithstanding anything to the contrary herein, you acknowledge and agree that a breach by you of these Official Rules would cause Sponsor irreparable harm for which monetary damages would not be an adequate remedy, and in the event of such breach or threatened breach, Sponsor will be entitled to injunctive or equitable relief. In addition, Sponsor's affiliates will have the right to seek any remedies available to Sponsor directly on behalf of Sponsor.

**Privacy Notice: All information submitted in connection with a Sweepstakes will be used and treated in accordance with these Official Rules and PIM's Privacy Policy: [Privacy Policy | PIM Brands, Inc.](#) ("Privacy Policy")**

You agree that personal information shared in connection with a Sweepstakes may be (i) processed, shared, and otherwise used for the purposes of administering and within the context of a Sweepstakes; and (ii) used by the Sponsor to verify your identity, postal address, and telephone number or to otherwise verify your eligibility to participate in a Sweepstakes; (iii) used for any other purpose as outlined in the Privacy Policy. You acknowledge that Sponsor may be required to disclose the winner's address to regulatory authorities, and you agree to any such disclosure.

**Winner's List; Rules Request.** To request a copy of the Official Rules or a list of winners' names, please send an email to [contests@PIMbrands.com](mailto:contests@PIMbrands.com) with the subject line "Official Rules Request; Welch's Fruit Snacks Halloween Costume Sweepstakes " or "Winner's List Request; Welch's Fruit Snacks Halloween Costume Sweepstake and [date]," as applicable, within one hundred and twenty (120) days following the end of the Sweepstakes Period for the applicable Sweepstakes.

**Additional Terms.** If any term or provision of these Official Rules is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Official Rules or invalidate or render unenforceable such term or provision in any other jurisdiction. If any term of these Official Rules is held to be excessively broad or invalid, illegal, or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by Applicable Law in conformance with its original intent.