

OFFICIAL RULES OF SNACKS & SMILES SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE UNITED STATES. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

1. Entry Deadlines: Promotion begins on May 27, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on June 3, 2020 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

2. Sponsor/Administrator: Sponsor: D. F. Stauffer Biscuit Co., Inc., P.O. Box 12002, York, PA 17402-0672. Administrator: Cool Nerds, 300 N. Market St, Suite 208, Wilmington, DE 19801.

3. Eligibility: The Snacks & Smiles Sweepstakes (the "Promotion") is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the fifty (50) United States or the District of Columbia, and (b) are at least 18 years old. Employees, officers, and directors of D. F. Stauffer Biscuit Co., Inc., ("Sponsor") and Cool Nerds ("Administrator"), or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win.

Entrants' agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects.

4. How to Enter: During the Promotion Period, like the contest post via Facebook, Instagram, or Twitter and comment in response to the caption. This sweepstakes begins on May 27, 2020 and ends on June 3, 2020. Randomly computer selected winners will be sent a direct message on the social network where they entered and will be announced on Stauffer's social media pages using First Name and Last Initial only on (Facebook, Instagram, and Twitter). Fifty winners on Stauffer's Facebook, Instagram, and Twitter pages will receive one (1) 24oz Original Animal Crackers Bear Jug, two (2) 16oz Original Animal Crackers Gusset Bags, two (2) 14.5oz Chocolate Animal Crackers Gusset Bags, and two (2) 14.5oz Iced Animal Cookies Gusset Bags. Prizes will be mailed to winners mailing address only. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Limit: ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the participant. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's and/or Administrator's discretion. Multiple

participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor and/or the Administrator or forfeit the prize. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. This promotion is in no way sponsored, indorsed, administered by, or associated with Facebook, Instagram, or Twitter.

Sponsor and Sponsor’s agents, affiliates, subsidiaries, representatives or service providers may use entrants’ and/or referrals’ personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. Sponsor will not sell personal information submitted with entry to outside solicitors.

5. Selection of Winners: On June 3, 2020, Sponsor will select the name of a potential winner (s) of the prize in a random computer-generated drawing from among all eligible entries received during the Promotion Period. The odds of winning are based on the number of eligible entries received. Potential prize winners will be notified by direct message on the social network where they entered and will be announced on Stauffer’s social media pages using First Name and Last Initial only on (Facebook, Instagram, and Twitter). Winner must provide Sponsor with requested information for mailing the prize within thirty (30) days of notification or the Prize will be forfeited. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random computer generated drawing from among all remaining eligible entries received since the start of the Promotion Period. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. Prizes: FIFTY WINNERS WILL RECEIVE ONE (1) 24OZ ORIGINAL ANIMAL CRACKERS BEAR JUG, TWO (2) 16OZ ORIGINAL ANIMAL CRACKERS GUSSET BAGS, TWO (2) 14.5OZ CHOCOLATE ANIMAL CRACKERS GUSSET BAGS, AND TWO (2) 14.5OZ ICED ANIMAL COOKIES GUSSET BAGS. Total ARV of all prizes to be awarded: \$997.00.

PRIZE RESTRICTIONS: Limit one (1) prize per person and per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of the prize not specifically stated herein are the responsibility solely of winner. Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or

stolen prizes or components of a prize (s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Terms and conditions apply to gift cards; see front and back of gift cards for more information.

7. GENERAL CONDITIONS: This Promotion is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Promotion. Sponsor, Administrator and their respective agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; garbled transmissions or miscommunications; telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor and/or Administrator. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT SPONSOR, TWITTER, FACEBOOK, INSTAGRAM, ADMINISTRATOR, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING

PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Pennsylvania or the York County Court of Common Pleas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

10. PRIVACY: Any personal information sent to, shared with or collected by Sponsor in connection with this Promotion is subject to Sponsor's Privacy Policy, which can be found at <https://www.stauffers.com/information/privacy-policy>.

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