

## **Official Rules for Social Promotional Giveaways**

OFFICIAL RULES FOR SWEEPSTAKES AND CONTESTS CONDUCTED ON  
Sour Jacks® SOCIAL MEDIA PLATFORMS  
NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

From time to time Sour Jacks® (“Sour Jacks®” or “Sponsor”) may conduct contests, sweepstakes and/or other promotions (individually and collectively, “Promotion”) via social media/networking platforms including, but not limited to, Instagram, Facebook, Twitter, Snapchat, Tumblr and Pinterest, (each, a “Social Media Platform”). Unless governed by a different set of rules, these terms and conditions shall serve as the official rules (“Official Rules”) for any such Promotion conducted by Sponsor. These Official Rules may be updated as deemed necessary by Sponsor in its sole discretion.

Each individual Promotion will be announced and promoted via Social Media Platform status updates, posts or tweets, or by email or other calls-to-action (“Promotion Posting”). A Promotion Posting will include how to enter, the entry deadline, method of determining the winner (for a contest), the prize(s)/value(s) and the eligibility requirements. All information contained in a Promotion Posting is incorporated herein by reference.

1. **ELIGIBILITY:** Unless otherwise stated in the Promotion Posting: (i) to participate in any Promotion conducted by Sponsor on a Social Media Platform, you must be a legal US resident, either eighteen (18) years of age or older at the time of entry (as stated in the Promotion Posting), and reside in the contiguous US. Employees and other workers, including temporary employees, freelancers and independent contractors, of The Promotion in Motion Companies, Inc. and each of its parents, affiliates, subsidiaries, sponsors and advertising agencies, and members of the immediate family of any such persons are not eligible to participate and/or win. The term “immediate family” includes spouses, domestic partners, siblings, parents, children, grandparents, grandchildren, or other family extension, and any other persons residing at the same household whether or not related. Void outside the area listed and where prohibited. All applicable federal, state and local laws apply.

2. **ENTRY:** To enter any Promotion, follow the directions provided in the Promotion Posting. All entries for the 12.13 Instagram Promotion must be received between 12.13 and 12.14 to be eligible. All entries must be in English. Unless otherwise specified in the Promotion Posting, there is a limit of one (1) entry per person/Social Media Platform account/email per Promotion. Entries received from any person/email or Social Media Platform for any Promotion in excess of the stated limitation will be void. You must have an account on the Social Media Platform on which the Promotion Posting was posted in order to be able to enter that Promotion. Establishing an account on any Social Media Platform is free. If entry takes place on any Social Media Platform other than Facebook or Snapchat, your account must be set to “public” and you must follow the Sour Jacks® Social Media Platform account to be eligible. You can return your account to “private” and unfollow that Social Media Platform account any time after the winner announcement for that Promotion. Entrants must take the actions required and/or must include the information requested by Sponsor in order for entries to be eligible. Late and/or subsequent entries will be disqualified. Entries generated by script, macro or other automated means, or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned.

3. **PROHIBITED CONTENT:** By submitting an entry, entrant agrees that the entry complies with these

Official Rules and does not contain a virus. In addition, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the entry, consent to the submission and use of the entry in the applicable Promotion and to its use as otherwise set forth herein. As applicable, entries may not contain, as determined by Sponsor in its sole discretion, any content that:

- contains music (unless specifically provided for in the Promotion Posting);
- is pornographic, sexually explicit or suggestive, or contains profanity or nudity;
- is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive, or endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or entities;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including without limitation, music, videos, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary (and if such permission is necessary, entrant must obtain permission from the appropriate third party to use such material(s) for the purpose(s) set forth in the Promotion Posting and in these Official Rules) and Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure by an entrant to provide such proof, if requested, may render such entrant's entry null and void;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary (and if permission is necessary entrant must obtain permission from such third party to use such material(s) for the purpose(s) set forth in the Promotion Posting and in these Official Rules) and Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure by an entrant to provide such proof, if requested, may render such entrant's entry null and void;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate;
- appears to duplicate any other submitted entries; and/or
- violates any law.

Sponsor may disqualify any entry for any reason, including if it determines that the entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content. Sponsor is under no obligation to disclose why an entry has been disqualified.

4. WINNER SELECTION: Sponsor's clock will be the official time keeper for all Promotions. Entries from one Promotion will not be included in other Promotions. Unless otherwise specified in a Promotion Posting, winner(s) will be selected on or about ten (10) days following the end date of the applicable Promotion.

(a) FOR SWEEPSTAKES: Potential winners will be chosen in a random drawing conducted by Sponsor from among all eligible entries received for the applicable Promotion. Odds of winning a particular Promotion will depend on the number of eligible entries received for such Promotion.

(b) FOR CONTESTS: A panel of qualified judges determined by Sponsor will judge each entry based equally on the originality, creativity, and relevance to the theme of the Promotion, unless other judging criteria are stated in the Promotion Posting. The entrant(s) who submitted the entry(ies) with the highest score(s) will be deemed the potential winner(s) for the contest at issue. In the event of a tie, an additional, "tie-breaking" judge will determine the potential winner(s) based on the same criteria used by the original panel of judges, unless otherwise set forth in a Promotion Posting. Sponsor reserves the right not to award any or all prizes in any contest if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that contest. Judging scores will not be revealed.

5. OWNERSHIP/USE OF ENTRIES: By submitting an entry, each entrant agrees Sponsor and its successors, assigns, designees and licensees shall have a perpetual, irrevocable, assignable, royalty free, fully paid-up license to exploit, edit, modify, post, disseminate, create derivative works of, distribute and otherwise use the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, as well as entrant's name, Social Media Platform account name, city and state of residence, photo or other likeness (including, without limitation, Social Media Platform account profile photo), in any manner, in any and all media now known or hereafter devised (including, without limitation, via Sponsor's Social Media Platform accounts, on Sponsor's websites), worldwide, without compensation or notification to, or permission from, entrant or any third party.

6. WINNER NOTIFICATION: Potential winners will be notified within ten (10) business days following the conclusion of the Promotion via an email, or Direct Message or comment on his/her winning post, or by other means applicable to the Social Media Platform on which the applicable Promotion was entered. Potential winners may be required to sign and return an Affidavit of Eligibility, Liability Release and, where legally permissible, a publicity release and/or provide other personal or tax information. If a potential winner (i) cannot be contacted, or (ii) does not respond to the initial notification or return any required documentation within the time period specified or (iii) does not meet the stated eligibility requirements, or (iv) refuses the prize, or (v) fails to claim the prize as directed, or (vi) is otherwise not in compliance with these Official Rules, such potential winner will be disqualified and Sponsor reserves the right to select an alternate winner from the remaining eligible entries received for the applicable Promotion. If a potential winner is eligible but still considered a minor in his/her state of residence, Sponsor reserves the right to award the prize to his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein. Sponsor's decisions concerning all matters relating to any Promotion, including winner selection, are final and binding.

7. PRIZES: The number and approximate retail value of prizes awarded in any Promotion will vary and will be set forth in the Promotion Posting. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes may not be substituted, transferred, assigned or redeemed for cash except at Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Prize includes only what is specified in the prize description. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. With respect to Promotions conducted by Sponsor that are governed by these Official Rules, there is a limit of one (1) prize per person, household,

email address, or Social Media Platform account in any ninety (90) day period.

8. LIMITATION ON LIABILITY: ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, SPONSOR, EACH OF THE APPLICABLE SOCIAL MEDIA PLATFORMS, PRIZE SUPPLIERS, AND ALL OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, AND ADVERTISING AND PROMOTION AGENCIES AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PROMOTIONAL PARTNERS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES (INCLUDING DEATH) TO ANY PERSON, OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO) OR PARTICIPATION IN ANY PROMOTION RELATED ACTIVITY OR PARTICIPATION IN ANY PROMOTION CONDUCTED BY SPONSOR.

9. GENERAL CONDITIONS: Illegible, inaccurate, damaged, misdirected, delayed, unintelligible or incomplete entries, messages, comments, posts or responses will be disqualified. The Released Parties are not responsible for any lost, late, misdirected, stolen or undelivered entries. The Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes and/or potential winner(s) or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in any Promotion or downloading materials from or use of any applicable Promotion-related website or any Social Media Platform. Persons who tamper with or abuse any aspect of the Promotion or website or Social Media Platform or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. In the event that technical or other circumstances compromise a Promotion (including, without limitation, a computer virus, bugs, tampering, unauthorized intervention, technical failures, insufficient volume of eligible entries), Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Promotion, and/or to select winner(s) for prize(s) from all eligible entries received prior to the cancellation based on the applicable winner selection methods described in Section 4 of these Official Rules or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute as to any entry or the identity of an entrant, entries will be declared to be made by the authorized account holder and natural person assigned by (i) an Internet access provider to the e-mail address associated with the entry or (ii) the Social Media Platform to that Social Media Platform account associated with the entry, and he/she must comply with these Official Rules. Entrants may be required to show proof of being the authorized account holder. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

10. CLAIMS/CHOICE OF LAW: All issues and questions concerning the construction, validity,

interpretation and enforceability of these Official Rules, or the rights and obligations of entrant in connection with any Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New Jersey. All entrants (and, if eligible minors, their parents or legal guardians) agree to submit to the exclusive jurisdiction of the courts of the State of New Jersey and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of any Promotion or these Official Rules. Under no circumstances will an entrant be permitted to obtain awards for, and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, including attorneys' fees or other legal costs, and any and hereby waives all rights to have damages multiplied or otherwise increased.

11. PUBLICITY GRANT: Except where prohibited by law or regulation, by entering into a Promotion and/or accepting a prize, entrant grants Sponsor and its successors, assigns, licensees and designees permission to use entrant's name, Social Media Platform account name, address (city and state), photograph (including, but not limited to, Social Media Platform account profile photo), voice and/or other likeness, prize information, and/or entry in all media now known or hereafter discovered (including, without limitation, on Sponsor's websites and via Sponsor's Social Media Platform accounts), worldwide in perpetuity, for any purpose in reference to a Promotion, without additional compensation, consideration, notification or consent. Sponsor's use of all information collected from entrants will be in accordance with its privacy policy, found at <http://www.promotioninmotion.com/privacy-policy/> Sponsor reserves the right to use any entry or response or comments made by an entrant, in whole or in part, in any manner, in all print and electronic media.

12. WINNER'S LIST: For the names of the winner(s) of a Promotion, within thirty (30) days following the conclusion of the applicable Promotion, send a #10 self-addressed stamped envelope with the name of the applicable Promotion to: C/O WINNERS LIST at P.O. Box 12, Edgewater, NJ 07020

No Promotion governed by these Official Rules is in any way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, Pinterest, Tumblr, Snapchat, or any other Social Media Platform on which such Promotion is conducted by Sponsor.