

The Next Gummy Shape Contest OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Next Gummy Shape Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Ferrara Candy Company, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: Ferrara Candy Company, 800 North Brand Blvd., Glendale, CA 91203. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. The Ferrara name and trademark are used by permission.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on June 1, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on July 22, 2018 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit <https://sweetartscandy.com/nextshape> and follow the links and instructions to complete and submit the registration form, including a valid email address. Then, follow the directions to submit one (1) gummy shape idea. Next, provide a brief explanation on why you submitted the shape and at your option, a photo that displays what your shape may look like ("Contest Theme"). Your shape idea, explanation, and photo will be collectively referred to as your submission (the "Submission"). Your shape idea must be a new SweeTART gummy shape. For a list of current SweeTART gummy shapes, visit <https://sweetartscandy.com/nextshape>. Color and flavor will have no impact on judging. By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The shape idea and explanation must be in text format;
- The shape idea must be in English and must not exceed one hundred (100) characters in length;
- The explanation must be in English and must not exceed two hundred eighty (280) characters in length;
- The photo must be in .gif, .png, .jpeg format; and
- The photo must not exceed 5MB in size.

Content Restrictions:

- The shape idea must be the same size as current gummies (3g or 3X3cm);
- The shape idea must be one (1) color; one (1) gummy cannot be multiple colors;
- The shape idea must be feasible from a production perspective. Any shape that is not feasible will not be judged;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;

- The Submission must not feature brand names or trademarks;
- The Submission must not contain text not created by entrant;
- The Submission must not contain text that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit: Each entrant may enter the Contest up to ten (10) times during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals mentioned in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. 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. The potential winner may be required to show proof of being the authorized account holder.

6. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the potential winner from among all eligible Submissions received, based on an application of the following criteria ("Judging Criteria"):

- Creativity/Originality (34);
- Quality of Submission (33%); and
- Fit to Contest Theme (33%).

Where individuals have submitted the same or similar shape, their score will differ based on the judging of the explanation and/or photo. In the event of a tie, the entrant whose Submission received the higher score in the Creativity/Originality, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. In the event of a yet another tie, the entrant whose Submission received the higher score in the Quality of Submission, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. If there is still a tie, the entrant whose Submission was submitted first in the Contest, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: Potential winner will be notified by email, mail or phone on or around July 30, 2018. If a potential winner cannot be contacted, fails to provide any requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only two (2) alternate winners may be determined, after which the prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter

devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8 – 10 weeks after conclusion of the Contest.

8. Prize: ONE (1) GRAND PRIZE: A year supply of SweeTARTS Gummies awarded as fifty-two (52) free product coupons each good for one (1) 5.25oz bag of SweeTARTS Gummies and the opportunity to have winning Submission gummy shape produced and available in market. Terms and conditions of coupons apply. Approximate Retail Value: \$113.88. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

9. Release: By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.ferrarausa.com/privacy>.

14. Winner List: For a winner list, visit <http://bit.ly/2jLor1>. The winner list will be posted after winner confirmation is complete.

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