

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OVER. INTERNET ACCESS REQUIRED.

- Contest Period:** Welch's® Fruit Snacks Lunchbox Notes Contest (the "**Contest**") January 10, 2019 at 12:00 a.m. Eastern Time ("**ET**") and ends February 11, 2019 at 11:59 p.m. ET (the "**Contest Period**").
- Eligibility:** Open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older as of date of entry. Employees of The Promotion In Motion Companies, Inc. (the "**Sponsor**"), 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 and subject to all federal, state, and local laws and regulations.
- How to Enter:** During the Contest Period, you can enter via photo upload by visiting <https://www.welchfruitsnacks.com/lunchboxnotes2019> (the "**Site**") and following the onscreen instructions to complete all required registration information, including submitting a photo of your lunchbox note you made for your child to receive one (1) entry. All entry components submitted shall herein be referred to as the contest entry (the "**Contest Entry**"). Limit one (1) Contest Entry per person per day. All Contest Entries must be completed and submitted by 11:59 p.m. ET on February 11, 2019, to be eligible. The person uploading the Contest Entry will be deemed the entrant (the "**Entrant**"). In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The Contest Entry must: 1) be complete to be eligible; 2) be the property of the Entrant. Any Contest Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified. By entering, you understand and agree that your Contest Entry may (in Sponsor's sole discretion) be posted online for consumers to view on Sponsor-determined sites. Sponsor will only be posting select Contest Entries (in their sole discretion). Sponsor reserves the right to remove any posted Contest Entries, in its sole discretion, even if the Contest Entry has already been made available to the public. Participation is subject to disqualification of all Contest Entries, if multiple accounts are used by the same person. As applicable, normal Internet access and data/usage charges imposed by Entrants' online/mobile service will apply.
- Contest Entry Requirements:** By entering, you agree to waive any rights you may have to the Contest Entry submitted. The Contest Entry, or portion thereof, must not contain obscene, profane, lewd, defamatory or inappropriate content, or be disparaging to Sponsor, as determined in Sponsor's sole discretion. Contest Entries must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Entrants may not copy or otherwise plagiarize the Contest Entry from any source. All Contest Entries must be the sole, original work of the Entrants. Any Contest Entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, inappropriate,

disparaging, offensive or contains proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant. Contest Entries should not contain any third party materials, or otherwise violate or infringe (or possibly infringe) any copyright, trademark, logo, mark that identifies a brand (other than Welch's® Fruit Snacks). Sponsor may blur or black out the infringing material, in their sole discretion. Contest Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants and winners acknowledge and agree that their Contest Entries become the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Contest Entries in any way it sees fit. Automated, script, macro or robotic Contest Entries submitted by individuals will be disqualified. Contest Entries may be posted on the Site, and may be posted on other non-affiliated websites, in Sponsor's sole discretion. Any Contest Entry not in compliance with the above and which does not meet the requirements of these Official Rules will be disqualified.

5. **Winner Determination:** One (1) Grand Prize Winner and two (2) First Prize Winners will be determined on or about March 11, 2019 by Sponsor-selected judges, whose decisions are final on all matters relating to the Contest, based on the following criteria: 40% Relevance to Theme, 30% Creativity, 30% Originality. In the event of a tie score, the tied Entries will be re-judged based solely on Relevance to Theme.
6. **Prizes and Approximate Retail Values ("ARVs"): Grand Prize (1):** \$1,000, awarded in the form of a check made payable to the winner, and a one year supply of Welch's® Fruit Snacks (consisting of 24 40-count boxes) (ARV: \$1,177.60). **First Prize (2 total):** A one year supply of Welch's® Fruit Snacks (ARV: \$177.60) Prizes are awarded "as is" without any warranty or guaranty of any kind. Limit one (1) Prize per person. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize (or portion of prize) is unavailable.
7. **General Rules:** The Site's computer timestamp is the official timekeeper for purposes of this Contest. Potential Grand and First Prize winners will be notified via email. Potential Grand and First Prize winners will be required to sign and return, via email, an Affidavit of Eligibility and liability and publicity release, except where prohibited, within forty-eight (48) hours of notification. If potential winner fails to return the completed affidavit within forty-eight (48) hours, or if affidavit is returned as undeliverable or if potential winner is deemed ineligible, the applicable prize will be forfeited and an alternate winner will be selected. Return of prize notification as undeliverable may result in disqualification and alternate prize winner will be determined. Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value. Prizes will be delivered within 6-8 weeks after winner confirmation. Contest winners and all Entrants, as a condition of entry into the Contest, agree to release and hold harmless Sponsor and its Administrators, each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Contest (collectively the "**Released Parties**") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a Contest Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in the Contest or use or redemption of the prizes. Acceptance of Prize constitutes

permission to use winners' names, likenesses, and Contest Entries for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By entering, Entrant accepts and agrees to be bound by these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Contest Entries in the Contest. Contest Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Contest if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the applicable prizes from eligible Contest Entries received prior to cancellation as outlined above.

8. **Governing Law:** The Contest 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 USA shall have exclusive jurisdiction in the event that any dispute arises regarding the Contest or the prizes, 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. **Winners List:** For the names of the winners, available after March 15, 2019, send a stamped, self-addressed envelope, by April 15, 2019, to: Welch's® Fruit Snacks Lunchbox Notes Sweepstakes - Winners, 100 Marcus Drive, Dept. MG, Melville, NY 11747.
10. **Sponsor:** The Sponsor of the Contest is The Promotion In Motion Companies, Inc., 25 Commerce Dr, Allendale, NJ 07401.