## VAN'S INTERNATIONAL FOODS NATIONAL WAFFLE DAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING, YOU, ("ENTRANT") AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THESE OFFICIAL RULES INCLUDE INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

## INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO PARTICIPATE.

**Eligibility:** The Van's International Foods National Waffle Day Sweepstakes ("Sweepstakes") is open only to legal U.S. residents of the fifty (50) United States or District of Columbia and who are at least the legal age of majority in their state of residence as of the date of entry. Employees of Sponsor, Administrator, and its parent company, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "Promotion Entities"), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sweepstakes Period:** The Sweepstakes begins on August 24, 2016 at 1:00 PM EST and ends on September 10, 2016 at 11:59 PM EST (the "Sweepstakes Period"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor and Administrator are responsible for the collection, submission or processing of entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor's clock is the official time keeping device for this Sweepstakes.

**How to Enter:** There are two ways to enter the Sweepstakes.

TO LOGIN VIA EMAIL: Log into the Sweepstakes during the Sweepstakes Period by signing into the entry form here: [http://giveawaytools2.com/share.php?giveaway=67464946537], and provide a name and email address

Entrant must perform at least one (1) task such as visiting or following a blog or social page, or tweeting a message.

Entrants can enter once per day by completing as many options as allowed by the entry form. No robotic, programmed, script, macro or other automated entries. In the event of a dispute regarding the identity of an entrant, such entry will be deemed to be made by the authorized account holder. "Authorized account holder" is deemed as the natural person who is attached to their name by an internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address Internet entry must be made by the entrant. Any attempt by an entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial

contest/sweepstakes subscription notification and/or entering services, will void that entrant's entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All entries must be posted by the end of the Sweepstakes Period in order to participate.

Winner Selection: The winner of the Sweepstakes will be selected in a random drawing held on September 11, 2016 from among all eligible entries received throughout the Sweepstakes Period. The random drawing will be conducted by Administrator. Odds of winning will vary depending on the number of eligible entries received. The prospective prize winner will be notified by email at the email address provided in the entry information within 72 hours after the drawing. The prospective prize winner will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules. The prizes will be shipped via UPS (or a similar service) within one (1) week after return of any written and notarized Affidavits and Publicity Releases ("Affidavits") as well as any other documents required by Sponsor, all of which must be received fully-executed within seven (7) days of receipt or such prospective prize winner may be disqualified and an alternate prospective prize winner(s) may be selected. By entering, Entrants agree to abide by and be bound by the Official Rules.

**Prize:** One (1) winner will receive 10 coupons (up to a value of \$4.99 each for a total of \$49.90) for Van's® frozen waffle products, Van's branded tote bag and water bottle, two Snack Taxi snack sacks, and a Cuisinart® TOB-135W Deluxe Convection Toaster Oven Broiler (\$185.68), and one (1) \$100 Visa gift card. The approximate retail value ("ARV") of all prizes is \$335.58.

Terms, conditions and restrictions on gift cards may apply, as designated by issuer, which may include an expiration date and activation fee. Gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Sponsor is not responsible for any change of email address, mailing address, or telephone number of Entrants. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize

**Privacy:** All Entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the Sweepstakes may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. Sponsor's privacy policy can be found at <a href="http://www.vansfoods.com/privacy-policy">http://www.vansfoods.com/privacy-policy</a>.

Limitations of Liability: Sponsor, Administrator (collectively with Sponsor, the "Sweepstakes Entities"), their respective affiliates, subsidiaries, parent, advertising and Sweepstakes agencies, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Sweepstakes; inability to access the Website; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction

or traffic congestion on the Internet or at any web site; printing or other errors; and any entries that are late, lost, incomplete, misdirected, stolen, mutilated, illegible or postage due, or any combination thereof. Proof of mailing, in-person submission, or online submission is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be returned. By entering, you also agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and their respective parent companies, subsidiaries, their respective representatives and agents, advertising and Sweepstakes agencies, Sweepstakes partners and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Sweepstakes and/or your receipt or use of any prize awarded in this Sweepstakes or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes, related activity or participation in this Sweepstakes, including traveling related thereto. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Sweepstakes Entities to use said winner's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. No more than the advertised number of prizes will be awarded. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Release:** By entering the Sweepstakes, entrant does hereby release, indemnify, and hold harmless Sponsor, Administrator, Facebook, Twitter, Instagram, Pinterest and its parent company, 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 Sweepstakes or receipt or use or misuse of any prize.

Entry into this Sweepstakes and acceptance of prize grants Sponsor an unlimited, worldwide, perpetual license and right to use (unless prohibited by law) the winner's first name and first initial of last name, photograph, likeness, statements, biographical information, voice, and address (city and state) in any and all media, and all media now or hereafter known worldwide, including the internet and social networking sites, without further compensation, notification or permission.

**Facebook Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in this Sweepstakes, you hereby release Facebook from any claim, allegation, loss or liability of any kind.

**Twitter Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. By participating in this Sweepstakes, you hereby release Twitter from any claim, allegation, loss or liability of any kind.

**Instagram Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. By participating in this Sweepstakes, you hereby release Instagram from any claim, allegation, loss or liability of any kind.

**Pinterest Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Pinterest. By participating in this Sweepstakes, you hereby release Facebook from any claim, allegation, loss or liability of any kind.

**General Conditions:** Sponsor reserves the right to terminate, cancel, suspend and/or modify the Sweepstakes if any fraud, virus, technical failures or any other factor corrupts the administration, security, or proper play of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize in a random drawing from among the eligible entries received up to the time of the impairment or take such other action deemed fair and equitable by Sponsor. Sponsor reserves the right to award only the number of prizes stated in these Official Rules. No more than the number of prizes stated in these Official Rules will be awarded. The Released Parties are not responsible for lost, late, stolen, illegible, misdirected, or non-delivered entries or email; or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information.

**Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by appropriate courts in the State of Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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. By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Illinois, without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Cook County, Illinois.

**Winner's List:** To obtain a copy of the winner's list, send a self-addressed, stamped, #10 envelope by May 31, 2016 to SPM Communications, Attention: Van's National Waffle Day Sweepstakes, 2030 Main Street #325, Dallas 75201.

Sponsor: Van's International Foods, 8411 Siempre Viva Rd., San Diego, CA 92154

Administrator: SPM Communications, Inc., 2300 Main Street, Suite 325, Dallas, TX 75201

All names and trademarks related to prizes awarded under this Sweepstakes are the property of the respective owners. Other than Sponsor, companies associated with the prizes provided under this Sweepstakes do not endorse, sponsor and are not otherwise affiliated with this Sweepstakes. Prizes pictured

in point-of-sale, online, television and print advertising, promotional packaging, and other materials are for illustrative purposes only. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize.