

# Penguin Sweepstakes October 30<sup>th</sup> – April 11<sup>th</sup>, 2018

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** Sweepstakes Penguins Sweeps (the “Sweepstakes”) is open only to those who submit their information at the online sweepstakes page and who are **age 18 or older** as of the date of entry. The sweepstakes is only open to legal residents of Pennsylvania and/or residents of Ohio, in the **United States of America** and is void where prohibited by law. Employees of **Wise Snacks** (the “Sponsor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **Wise Snacks**, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.
- 3. Sweepstakes Period:** Entries will be accepted online starting on **10/30/17** at 12:00AM EST and ending on **04/07/18** at 11:59PM EST. All online entries must be received by **04/07/18** 11:59PM EST.
- 4. How to Enter:** In order to participate on the Sweepstakes, participant must enter by inserting the following information on the website [www.wisepopcorn.com](http://www.wisepopcorn.com) including: Name, Last Name, Email, Telephone and the unique code found on the back of the *Wise Popcorn White Cheddar bag* or *Wise Popcorn Butter bag*. Codes found in either one of the bags are eligible to win, additionally, consumers can contact the manufacturer to receive a code to participate, without having to purchase

the product. Information to contact the manufacturer is via **letter** at **290 Interstate N Circle, Suite 200 Atlanta, GA 30339** for the duration of the contest. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **Wise Snacks**. You may enter multiple times with different codes from different Wise Popcorn bags to increase chances to win. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of **Wise Snacks**.

- 5. Prizes:** One (1) winner will win two (2) tickets to all home playoff games of the Pittsburgh Penguins 2018 hockey season, **Approximate Value: \$500 USD**. Additionally, we'll have monthly drawings in which One (1) winner will win one (1) Pittsburgh Penguins Jersey. **Approximate Value: \$100 USD**. Drawing date for the Jerseys will occur: November 1<sup>st</sup>, December 1<sup>st</sup>, January 5<sup>th</sup>, February 5<sup>th</sup> and March 5<sup>th</sup>. Actual/appraised value may differ at time of prize award. Prize includes solely tickets to the home playoff games, if winner is outside of Pittsburgh area, winner is fully responsible for travel expenses to attend the games. **Wise Snacks** is not responsible for any additional expenses related to attending the game. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for **Wise Snacks** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. For Winners of the Jerseys, winners will be contacted through email and will need to respond within a matter of five (5) days to claim their prize. For winners of game tickets, these will be left at box office for each game that occurs. Wise will contact each winner through email to inform them about the prize and where to claim it.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner selection and notification:** Winner of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor from

among all eligible entries. Winners will be notified via E-mail or Phone Call provided when entry was received. **Wise Snacks** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. Rights Granted by you:** By entering this content you understand that **Wise Snacks**, anyone acting on behalf of **Wise Snacks**, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 9. Terms:** **Wise Snacks** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, **Wise Snacks** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **Wise Snacks**. **Wise Snacks** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

**Wise Snacks** has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, **Wise Snacks** reserves the right to seek damages from any such person to the fullest extent permitted by law.

- 10. Limitation of Liability:** By entering you agree to release and hold harmless **Wise Snacks**, Asylum Marketing LLC and their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, and each of their respective employees, officers and directors, from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
- 11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF **the United States of America** WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **Atlanta, Georgia** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the **Wise Snacks** Web Site.
13. **Winners List:** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **Wise Snacks, 290 Interstate N Cir SE, Suite 200, Atlanta, GA 30339 - 770-916-3660.**
14. **Sponsor:** The Sponsor of the Sweepstakes is **Wise Snacks, 290 Interstate N Cir SE, Suite 200, Atlanta, GA 30339 - 770-916-3660**

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. You are providing your information to Wise Snacks and not to Facebook, Inc.**