

OFFICIAL WELCH'S® FRUIT SNACKS WHERE DO YOU TAKE YOUR WELCH'S SWEEPSTAKES RULES: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SWEEPSTAKES PERIOD: “Welch’s® Fruit Snacks Where Do You Take Your Welch’s Sweepstakes” (the “Sweepstakes”) begins on 10/16/2017 at 12:00 PM EST and ends at 11:59 PM EST on 11/20/2017 or at another date and time decided solely at the discretion of the Sponsor (the “End Date”.) The computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to legal U.S. residents who are 18 years of age or older at time of entry, excluding residents of Puerto Rico and other U.S. territories and possessions. Employees of Promotion In Motion, Inc. (or The Promotion In Motion Companies, Inc.), the makers of Welch’s® Fruit Snacks (“Sponsor”) and their parents, subsidiaries, affiliates, retailers and advertising and promotion agencies (collectively the “Promotion Parties”), and each of their immediate family members (spouse, parent, child or sibling, and their respective spouses, regardless of where they reside) and individuals living in the same households of each of these individuals, whether or not related, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws. Void in Puerto Rico and other U.S. territories and possessions and where prohibited by law.

TO QUALIFY: Beginning Monday, October 16th, 2017 at 12:00 PM EST and continuing through the End Date (“Sweepstakes Period”), participants can enter the Sweepstakes by visiting <http://www.wheredoyoutakeyourwelchs.com>

Users may enter into the Sweepstakes 1 (one) time per day or through 11:59 PM EST on 11/20/2017. Calendar day is determined in EST.

TO ENTER: There are two (2) ways to enter the Sweepstakes, as follows:

- a. **VIA VIDEO OR PHOTO UPLOAD (TO BE CONSIDERED FOR THE (1) GRAND PRIZE OR RUNNERS-UP PRIZES):** During the Sweepstakes Period, you can enter via video or photo upload by visiting <http://www.wheredoyoutakeyourwelchs.com> (the “Site”) and following the onscreen instructions to complete all required registration information, including submitting a photo or video of where you take your Welch’s to receive one (1) entry. Entrants who enter via video or photo upload will be considered for the grand prize or runners-up prizing.
- b. **VIA TEXT ON THE SITE (TO BE CONSIDERED FOR THE (100) RUNNERS-UP PRIZES):** During the Sweepstakes Period, you can enter via text by visiting the Site and following the onscreen instructions to complete all required registration information, including typing out where

you take your Welch's (1) entry. Entrants who enter via text will only be considered for the runners-up prizing.

Visitors to the Sweepstakes will be asked to fill out the Sweepstakes entry form. The Sweepstakes entry form requires entrants to provide their first name, last name, e-mail, phone number, address, city, state, and zip code. Entrants who choose to upload a custom video/photo for submission, will be entered to win the grand prize pack as well as the runner up prize. All video and photo submissions must include the Welch's® Fruit Snacks product. All video and photo submissions that do not meet these criteria will be rejected. Users who do not submit videos/photos will be entered to win the runner-up prizing (entries that are uploaded by text are only eligible for the runner-up prize). All entrants must also accept the official Sweepstakes rules and the privacy policy. Entries will be rejected if the required fields of the entry form (those labeled with *) are not completed and submitted during the Sweepstakes Period. Use of any automated system to enter is prohibited and will automatically result in disqualification. If there is a dispute regarding the identity of an entrant, the holder of the e-mail account will be deemed the person who submitted the entry. Incomplete entries will be disqualified, and Sponsor is not responsible for entries that are lost, late, deleted, garbled, corrupted, undelivered, or misdirected as a result of technical, internet or other online difficulties or errors. All entries must be received by the close of the Sweepstakes Period. Any attempt by any entrant to obtain more than the stated number of entries using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind. The use of automated or third party software or web site to register and/or play is prohibited.

All entry components submitted shall herein be referred to as the sweepstakes entry (the "**Sweepstakes Entry**"). Limit one (1) Sweepstakes Entry per person per day. All Sweepstakes Entries must be completed and submitted by 11:59 p.m. EST on November 20th, 2017, to be eligible. The person uploading the Sweepstakes Entry will be deemed the entrant (the "**Entrant**"). If submitting a video/photo depicting other individuals, you must make the other individuals aware that you are entering a video/photo on their behalf and attest that the other individuals have agreed that you may submit such video/photo and you must be the parent/legal guardian of any minors featured in the video/photo. 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 Sweepstakes Entry must: 1) be complete to be eligible; 2) be the property of the Entrant. Any Sweepstakes 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 Sweepstakes Entry may (in Sponsor's sole discretion) be posted online for consumers to view on Sponsor-determined sites. Sponsor will only be posting select videos/photos/text

Sweepstakes Entries (in their sole discretion). Sponsor reserves the right to remove any posted Sweepstakes Entries, in its sole discretion, even if the Sweepstakes Entry has already been made available to the public. Participation is subject to disqualification of all Sweepstakes 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.

WINNER SELECTION: Prize winners will be determined randomly. Sponsor will attempt to notify all potential winners by email on or about December 11th, 2017. Potential grand prize winners will be required to sign and return an affidavit of eligibility and liability/publicity release within 14 days of notification or prize will be awarded to alternate winner.

PRIZES: Winners will receive one (1) of the following prize packs (total prizing listed below):

- **GRAND PRIZE:** One Grand Prize winner will receive a Tumi Travel Bag (~ARV \$480.00), S'well Water Bottle (~ARV \$45.00), Beats by Dr. Dre Beats EP Headphones (~ARV \$130.00) and one 10 count box of each variety of Welch's Fruit Snacks – 8 total (~ARV \$23.92). (Total ARV \$678.92)
- **RUNNERS-UP PRIZES:** One Hundred (100) runners-up will each receive one 10 count box of Welch's Fruit Snacks Mixed Fruit Variety (ARV \$2.99). (Total ARV \$299.00)

The Prizes are non-transferable and no substitutions or exchanges or cash equivalents will be allowed except at the sole discretion of the Sponsor.

The approximate retail value (ARV) of all prizing to be awarded in this Sweepstakes is \$977.92.

Only one prize pack per person or per household will be awarded. Prize winners are solely responsible for complying with any applicable federal, state and/or local laws and regulations applicable to the prize package. Prizes will be shipped to the address listed on the winning entry forms. If selected, when prize winner does not take delivery of prize within 1 month, prize may be forfeited, at Sponsor's sole discretion, and may be awarded to an alternate prize winner in accordance with sweepstakes Official Rules. Sponsor is not responsible for delays in delivery. All other expenses and items not specifically mentioned in these Official Rules are not included and are the prize winner's sole responsibility. Prize may not be exchanged. No transfer, substitution or cash equivalent of prize permitted. Prize subject to availability and substitution with a prize of equal or greater retail value if prize is unavailable or cannot be awarded for any reason, at sole discretion of Sponsor. The value of the prize set forth above represents Sponsor's good faith determination of the approximate retail value (ARV) thereof and cannot be challenged or appealed. In the event the ARV of a prize is more than the actual retail value of the prize, the difference will not be awarded in cash or otherwise.

Sponsor has made no warranty or guarantee in whole or in part, express or implied, in fact or in law, in relation to the use of any prize including, but not limited to, its quality, merchantability, fitness for a particular purpose or suitability for use and, further, accepts no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

By participating in the Sweepstakes, entrants agree to release, indemnify and hold harmless the Sponsor all their parent companies, affiliates, subsidiaries, advertising and promotions agencies, and each of their respective agents, dealers, representatives, officers, directors, shareholders, partners, members and employees (collectively, "Released Parties") from and against any injuries, losses, damages, claims, actions, or liability of any kind, including, but not limited to third party claims resulting from or arising from participation in the Sweepstakes, Sponsor use of video or photo submissions, and acceptance, possession, use, misuse or non-use of any prize that may be awarded.

GENERAL CONDITIONS: Released Parties (as defined above) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled or illegible entries, text messages, registrations or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, wireless, or other connections, availability or accessibility or miscommunications or failed computer, satellite, cellular tower, 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries or text messages, the announcement of the prize or in any Sweepstakes-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 Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries or text messages, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor and each other Released Party will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession,

misuse or use of the prize or participation in this Sweepstakes. Each prize winner by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding entries received from multiple users having the same e-mail account or wireless phone number, the authorized subscriber of the e-mail account or wireless phone number account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person (i) who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses or (ii) who is assigned to a wireless telephone number by a wireless service provider.

Winners List: To obtain a copy of any legally required winners' list or a copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to Welch's® Fruit Snacks Where Do You Take Your Welch's Sweepstakes C/O WINNERS' LIST at P.O. Box 12 Edgewater, NJ 07020. Requests for a winners' list and a copy of the Official Rules must be submitted and received from October 16th until November 20th, 2017.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW: The Sweepstakes 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 shall have exclusive jurisdiction in the event that any dispute arises regarding the Sweepstakes 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.

SPONSOR: The Promotion In Motion Companies, Inc., 25 Commerce Drive P.O. Box 8 Allendale, NJ 07401-0008