

## **GAME ON! BRING THE BOOM™ SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES TIMELY RECEIVED.**

**THIS SWEEPSTAKES TAKES PLACE IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. ELIGIBILITY: GAME ON! BRING THE BOOM™ SWEEPSTAKES (“SWEEPSTAKES”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA, WHO ARE THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE OR OLDER AT THE TIME OF ENTRY.** Employees, officers and directors of Angie’s Artisan Treats, LLC (“Sponsor”), its parent, subsidiary, and affiliated companies, advertising, promotion or production agencies, web masters/suppliers (and their IRS dependents, immediate family members [spouse, parents, children, siblings] and individuals residing in their same household, whether or not related) are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor and/or its independent judging agency (the “Judges”) which are final and binding in all respects. Void where prohibited.

**2. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00:01 a.m. (midnight) Central Standard Time (“CST”) on December 20, 2016 and ends at 11:59:59 p.m. Central Daylight Time (“CDT”) on May 15, 2017 (“Sweepstakes Period”). The Sweepstakes Period is comprised of three (3) drawings set forth in Section 4 below. Sponsor’s computer is the official time keeping device for this Sweepstakes.

**3. TWO WAYS TO ENTER: (a) Online:** During the Sweepstakes Period, enter by visiting [www.boomchickapop.com](http://www.boomchickapop.com) or [www.facebook.com/Boomchickapop](http://www.facebook.com/Boomchickapop) (each a “Website” and collectively, the “Websites”). Click on the **GAME ON! BRING THE BOOM™** tab and follow the online instructions to complete the entry form, which includes your name, address, email address, birthdate, and daytime phone number and submit your entry to receive one (1) entry into the corresponding drawing (as set forth in Section 4 below). Online entries must be received and recorded by the Sponsor’s computer during the Sweepstakes Period. Online entrants must have a valid email address. Automated entries are prohibited, and any use of automated devices will cause disqualification. **(b) By Mail:** To enter by mail, hand print your complete name, mailing address, email address, telephone number, and birth date on a 3” x 5” card and mail in a first-

class stamped envelope to: Game On! Bring The Boom™ Sweepstakes, P.O. Box 650009, Dept. 1017-708, El Paso, TX 88565-0009 to receive one (1) entry into the corresponding drawing (as set forth in Section 4 below). Mail-in entries must be postmarked by the “Mail-In Postmarked By Date” and received by the “Mail-in Received By Date” listed in Section 4 to be eligible for the corresponding (and subsequent) Drawings. Each mail-in entry must be mailed in a separately postmarked, hand addressed, stamped, outer envelope. No photocopied or mechanically reproduced entries will be accepted. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, stolen, postage-due, mutilated, non-delivered or misdirected entries or mail. Mail-in entries become property of the Sponsor, and none will be returned. Any other attempted forms of entry are void. Limit one (1) entry per person/email address/Facebook account or postmarked outer envelope per day, regardless of entry method. A “day” is defined as each twenty-four (24) hour time period beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. of the same day; except the first day of the Sweepstakes Period which is defined as beginning at 12:00:01 a.m. and ending 11:59:59 p.m. of the same day (CDT/CST as the case may be). Any attempt by any participant to obtain more than one (1) entry per day by using multiple/different email addresses, identities or any other methods will void that participant’s entries and that participant may be disqualified.

**4. DRAWINGS:** The Judges will conduct a random drawing (each, a “Drawing”) on or about each date (each a “Drawing Date”) listed in the table below from all eligible entries received by the deadlines as set forth in the table below. All nonwinning entries will be carried over to subsequent Drawings. The decisions of the Judges and Sponsor are final and binding in all matters relating to this Sweepstakes. Potential winners will be notified by email or telephone at the email address/telephone number provided at the time of entry on or about the next business day following the corresponding Drawing Date.

<b>Drawing</b>	<b>Deadline to enter Drawing online</b>	<b>Mail-in Entry Postmarked By Date</b>	<b>Mail-in Entry Received By Date</b>	<b>Drawing Date</b>
1	01/13/17, 11:59:59 p.m. CST	01/13/17	01/20/17	01/24/17
2	03/14/17, 11:59:59 p.m. CDT	03/14/17	03/21/17	03/23/17
3	05/15/17, 11:59:59 p.m. CDT	05/15/17	05/22/17	05/23/17

Winners must meet all eligibility requirements and first prize winners will be required to provide their social security numbers, and complete and submit to

Sponsor an Affidavit of Eligibility, and a Publicity and Liability Release (where legal) each of which must be completed, signed and returned within seven (7) days from date of issuance, or the prize may be forfeited. If any prize notification or attempted notification is returned as undeliverable, if Sponsor is unable to contact a potential winner within a reasonable time period, if required information is not timely provided to Sponsor, or if a potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize may be forfeited. If a prize is returned as undeliverable, prize may be forfeited and Sponsor shall have no further liability to award that prize. By accepting a prize, winners acknowledge they are in compliance with these Official Rules. Limit of one (1) prize per person/household/email address. See Section 5 for Prize Details.

## **5. PRIZE DETAILS/APPROXIMATE RETAIL VALUES (“ARV”)/ODDS:**

**First Prize (3 total; 1 per Drawing):** One (1) 55” television, one (1) sound system, one (1) Angie’s Boomchickapop branded pillow, one (1) Angie’s Boomchickapop branded helmet snack bowl, one (1) big bag filled with 25 Angie’s BOOMCHICKAPOP® Sweet and Salty Popcorn 1.0 oz bags, 25 Angie’s BOOMCHICKAPOP® Sea Salt Popcorn 0.6 oz bags, and one (1) bag each of Angie’s BOOMCHICKAPOP® flavors: Sea Salt, Sweet & Salty, Lightly Sweet and White Cheddar. ARV: \$1,192.01 each First Prize.

**Second Prize (15 total; 5 per Drawing):** Tailgate set consisting of two (2) Angie’s Boomchickapop branded tailgate chairs, one (1) Angie’s Boomchickapop branded cooler with speakers, one (1) Angie’s Boomchickapop branded helmet snack bowl, and one (1) bag each of Angie’s BOOMCHICKAPOP® flavors: Sea Salt, Sweet & Salty, Lightly Sweet and White Cheddar. ARV: \$495.19 each Second Prize.

**Third Prize (27 total, 9 per Drawing):** One (1) Boomchickapop branded indoor single shootout basketball game and two (2) bags of Angie’s BOOMCHICKAPOP® Sweet & Salty Kettle Corn. ARV: \$251.22 each Third Prize.

Total ARV of all prizes: \$17,786.82. If winner cannot accept the prize as stated, prize may be forfeited. No substitution, cash redemption or transfer of prize permitted. However, Sponsor reserves right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable. Odds of winning depend on the number of eligible entries received for a corresponding Drawing. Any difference between stated value and actual value will not be awarded.

**6. GENERAL CONDITIONS: Participants agree (A) that Sponsor, Facebook, Inc., their parent, subsidiary and affiliated companies, advertising and**

**promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the “Released Parties”) are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability (i) for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activities including travel related thereto), (ii) resulting from claims that participant’s entry violates or otherwise infringes the rights of a third party, and (iii) a participant’s failure to comply with these rules, and (B) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law. ALL PRIZES ARE AWARDED “AS IS” AND SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE EXCEPT FOR ANY WARRANTY AVAILABLE FROM THE MANUFACTURER OF THE PRIZE. All federal, state and local taxes, if any, on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility. Winners will be issued an IRS 1099 tax form for prizes valued over \$600. Unclaimed prizes will not be awarded. Please see the Privacy Policy located at <http://angiespopcorn.com/privacy-policy/> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner’s list.**

**7. LIABILITY LIMITATIONS:** Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider, Websites, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors 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. Persons who tamper with or abuse any aspect of this Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to

annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Websites. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention, technical failures 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, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winners from among all eligible, nonsuspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of the Websites. In case of dispute, the authorized account subscriber of the email account used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The "authorized account subscriber" is deemed to be the natural person who is assigned an email address by an Internet Access Provider, online service provider, or other organization which is responsible for assigning email addresses.

**IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, PRIZES OR AN ENTRANT'S ACCESS TO AND USE OF THE WEBSITES OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITES. WITHOUT LIMITING THE FOREGOING, THE PRIZES AND EVERYTHING ON THE WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERY PARTICIPANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**8. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Minnesota law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO

ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**9. GOVERNING LAW & JURISDICTION:** These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Minnesota in Hennepin County.

**10. WINNERS' LIST:** For the names of the winners, mail a self-addressed, stamped envelope to: Game On! Bring The Boom™ Sweepstakes Winners' List Request, 10 South 5<sup>th</sup> Street, 7<sup>th</sup> Floor, Dept. 1017-708, Minneapolis, MN 55402 for receipt by June 22, 2017.

**11. SPONSOR:** Angie's Artisan Treats, LLC, 1918 Lookout Dr., North Mankato, MN 56003.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and not to Facebook. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Facebook. Facebook is a registered trademark of Facebook, Inc.