

Sunbelt/Schwinn Giveaways - Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.

ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. Sponsor: The sponsor of the Sunbelt/Schwinn Giveaways (collectively, the “Giveaways”, each, a “Giveaway”) is McKee Foods Corporation with offices located at 10260 McKee Road, Collegedale, TN 37315 (“Sponsor”). Sponsor, its subsidiaries and affiliates, Pacific Cycle, Inc., and any other companies or agencies associated with the Giveaways (such as the individual retailers of Sunbelt® Bakery food products participating in the Giveaways (each, a “Participating Retailer”), or advertising, promotion, fulfillment, or judging agencies), together, hereinafter will be referred to as the “Giveaway Entities.”

2. Giveaway Dates: Each Giveaway will be held during the period March 2017 to December 2018, during specific dates and times chosen and posted in-store by each Participating Retailer (each, a “Giveaway Period”). A list of the Participating Retailers and the dates and times for the Giveaway Periods as chosen by each Participating Retailer is available at <https://www.sunbeltbakery.com/www/schwinn>.

3. Eligibility: Subject to the additional restrictions in these Official Rules, the Giveaways are only open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years or older (nineteen (19) years old or older for Alabama and Nebraska residents) at the time of entry (“Entrant”). Void where prohibited by law. Employees of Giveaway Entities and the immediate family members of, and any persons domiciled with any such employees, are not eligible to enter.

4. Participation: Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Giveaways. Winning a prize is contingent upon fulfilling all requirements as set forth herein. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of the Giveaways as solely determined by Sponsor. In the event any Giveaway is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which impair the administration, security, fairness or proper operation of any Giveaway, Sponsor reserves the right in its sole discretion to suspend, modify or terminate any such Giveaway. Should any Giveaway be terminated prior to the end of the Giveaway Period, Sponsor reserves the right to award prizes based on the non-suspect, eligible entries received before the termination date. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF ANY GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. How to Enter:

Giveaway Entry Box: During the Giveaway Period, Entrants can enter for a chance to win by locating a printed entry form on-site at a Participating Retailer next to the Giveaway Entry Box provided by such Participating Retailer, completing all of the required information, including a valid phone number and home address, and placing the completed entry form in such Giveaway Entry Box. P.O. Boxes are not permitted.

No Mail-in or Online Entry: No mail-in or online entry is available.

6. Limitations on Entry: There is a limit of one (1) entry per person per Giveaway per Participating Retailer. If more than one (1) entry is received from an Entrant, only the first entry will be included and later entries will be disqualified. Each potential Winner may be required to provide valid and legal proof of identification. All entries must be fully and accurately completed. Use of any means to subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. Giveaway Entities will not be responsible for incomplete, inaccurate, illegible, late or stolen entries, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaways, the processing of entries, the announcement of the prize or in any Giveaway-related materials. In the event of a dispute over the owner of an entry, entries will be deemed to have been submitted by the name identified on the printed entry form. Any questions regarding the number of entries submitted shall be determined by Sponsor and/or the applicable Participating Retailer, in their sole discretion, and Sponsor and/or the Participating Retailer reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaways.

7. Winner Selection:

Within five (5) days of the end of the applicable Giveaway Period, each Participating Retailer will randomly select one (1) entry from all eligible entries received during the applicable Giveaway Period to win the prize (the "Winner"). All decisions concerning the award of each prize are solely within the discretion of Sponsor.

8. Prizes and Odds:

The Winner of each Giveaway will receive one (1) High Timber Men's Mountain bicycle, with an approximate retail value (ARV) of two hundred and thirty dollars (US\$230.00). Any difference between the stated ARV and the actual ARV will not be awarded. Prizes are non-transferable, non-exchangeable, have no cash value (unless required by law), and cannot be substituted or replaced if destroyed, lost, mutilated, or stolen. Sponsor reserves the right to substitute alternative prizes of greater or equal value if for any reason the prize becomes unavailable. The odds of winning depend on the number of eligible entries received. PRIZES ARE AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT FOR ANY PRODUCT WARRANTIES CUSTOMARILY OFFERED BY THE BICYCLE MANUFACTURER.

9. Notification and Acceptance:

The Winner will be notified via email, US Mail, telephone and/or in person at a Participating Retailer, and will have ten (10) days from the date of the email, letter, phone call or in-person notification, whichever is later, to collect the prize from the Participating Retailer. Failure to respond within ten (10) days of notification may result in disqualification, the forfeiture of the prize and the award of the prize to a substitute Winner selected using the methods describe above. The Winner may be required to supply additional personal information in connection with the prize collection.

Winners are solely responsible for reporting and paying any and all taxes, if any, on the prizes awarded. Potential Winners may be required to complete an Affidavit of Eligibility/Liability and Publicity Release (“Affidavit”) (except where prohibited by law) which must be returned as directed by Sponsor in order to claim any prize. Failure to complete, sign and return any Affidavit that may be required, or to comply with any term or condition of these Giveaway Rules, will result in a Winner’s disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute Winner. If any prize is not won and claimed by an eligible Winner in accordance with these Official Rules, it will not be awarded and will remain the property of Sponsor. The decisions of the Giveaway Entities regarding the selection of Winners and all other aspects of the Giveaways shall be final and binding in all respects. If potential Winner is at least eighteen (18) (or nineteen (19) for Alabama and Nebraska residents) but still considered a minor in his/her jurisdiction of residence, the prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on Winner set forth herein.

10. Release of Liability: By entering the Giveaway, each Entrant (a) agrees to be bound by these Official Rules and the decisions of the Giveaway Entities, which shall be final and (b) agrees to release and to hold the Giveaway Entities, and their respective parents, shareholders, directors, officers, employees, representatives, agents, affiliates, subsidiaries and legal advisors, harmless against any and all claims, losses, rights, liabilities, damages and actions of any kind arising out of their participation in the Giveaways and/or the acceptance and use of any prize. The foregoing release includes, but is not limited to, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

11. Publicity: Acceptance of a prize constitutes permission for the Giveaway Entities to use the Winner’s name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law.

12. Privacy: All entrants shall be subject to and protected by the Privacy Policy on the Sunbelt Bakery website, available online at <https://www.sunbeltbakery.com/100> (the “Privacy Policy”). By entering the Giveaway, you acknowledge that you have read and understand the Privacy Policy and you agree to its terms. Any information collected by the Giveaway Entities in connection with the Giveaways will be used only in connection with such Giveaways.

13. Arbitration/Choice of Law: Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with the Giveaways shall be resolved exclusively by arbitration in Richmond, Virginia pursuant to the Commercial Arbitration Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Entrant with regard to any Giveaway, excluding in all events attorneys’ or other related fees and punitive, exemplary, incidental, consequential or other

damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Giveaways shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Virginia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision, so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

14. Winners' Names: The names of the Winners, once confirmation is complete as provided for in these Official Rules, will be posted at sunbeltbakery.com/schwinn until February 1, 2019. To receive the names of the Winners by mail, mail a self-addressed stamped envelope to Winners' Names, Sunbelt/Schwinn In-Store Giveaways, 10260 McKee Road, Collegedale, TN 37315. Mail must be received by the Winners' Names Request Deadline of no later than 12:00 PM noon Eastern Daylight Time on February 1, 2019.