

MoonPie Memories Contest Official Rules

1. **NO PURCHASE NECESSARY: Making a purchase will not increase your chances of winning a prize.** The “MoonPie Memories Contest” (the “Contest”) sponsored by Chattanooga Bakery, Inc. (the “Sponsor”) begins on December 1, 2016 at 12:00:01 AM Eastern Time (“ET”) and ends on June 30 2018 at 11:59:59 PM ET (the “Contest Period”). Void outside the 50 United States and D.C. and where prohibited by law.
2. **Eligibility:** Participation open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees of Chattanooga Bakery, Inc. its subsidiaries, affiliates, divisions, advertising and promotion agencies, individuals engaged in the development, production or distribution of materials for this Contest, and members of the immediate families (defined as including spouse, biological, adoptive or step-parents, children, grandparents, grandchildren, siblings and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Contest.
3. **How to Enter:** During the Contest Period, there are six ways to enter the contest: **To Enter Via Contest Website:** Visit www.MoonPie.com/memories (the “Website”), submit the required information in the Contest Entry Form and submit a Story and/or Photo that describes or illustrates your family’s favorite MoonPie Memory. **To Enter Via Email:** email memories@Moonpie.com and submit a Story and/or Photo that describes or illustrates your family’s favorite MoonPie Memory. Include your full name, complete mailing address, phone number, email address and date of birth in your email submission. **To Enter Through the Mail:** on an 8.5” x 11’ piece of paper (you may use front and back if needed) legibly hand-print your name, complete mailing address, phone number, email address (if available) and date of birth as well as a Story and/or Photo that describes or illustrates your family’s favorite MoonPie Memory. Place the paper (and photo, if included) in a standard #10 envelope and mail it with sufficient postage to “MoonPie Memory Contest,” Chattanooga Bakery, Inc., PO Box 111 Chattanooga, TN 37401. All entries must be postmarked by June 30, 2018 and received by July 8, 2018. **To Enter Via Twitter:** Participants who enter via Twitter will be required to post a photo via his/her Twitter account illustrating their family’s favorite MoonPie Memory and tag the Photo with the hashtag #MoonPieMemories. Participant must ensure that their Twitter account settings are “public” so that the Entrant’s photo submission is viewable by Sponsor. A Twitter account is required to participate via this method and a Twitter Account can be obtained for free at www.twitter.com. By creating a Twitter account however, Entrants will be required to agree to the Twitter terms of service and privacy policy. **To Enter Via Instagram:** Entrants who enter via Instagram will be required to post a Photo via his/her Instagram account illustrating their family’s favorite MoonPie Memory and tag the Photo with the hashtag #MoonPieMemories. Entrant must ensure that their Instagram account settings are “public” so that the Entrant’s photo submission is viewable by Sponsor. An Instagram account is required to participate via this method and an Instagram Account can be obtained for free at www.instagram.com. By creating an Instagram Account however, Entrants will be required to agree to the Instagram terms of service and privacy policy. **To Enter Via Facebook:** Entrants who enter via

Facebook will be required to post a Photo at www.Facebook.com/Moonpie (The “Moonpie page on the Facebook Platform”) illustrating their family’s favorite MoonPie Memory. A Facebook account is required to participate via this method and a Facebook Account can be obtained for free at www.Facebook.com. By creating a Facebook Account however, Entrants will be required to agree to the Facebook terms of service and privacy policy. **Limit one (1) Contest entry per person/email address/household address regardless of means of entry.** If it is discovered that a participant has attempted to enter with multiple e-mail addresses, or under multiple identities, or uses any other method or device to enter multiple times during the Contest Period, such participant will be disqualified. All entries must be submitted in accordance with these Official Rules; no other method of entry into this Contest will be permitted. **Entries will not be acknowledged or returned.** Entries must be made by an individual only. Group entries are prohibited. By participating in the Contest, you fully and unconditionally agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters related to the Contest.

4. **Story & Photos Requirements:** Any story or photo submitted for this Contest that in Sponsor’s sole and absolute discretion, is considered inappropriate, offensive or not in keeping with the Sponsor’s image will be disqualified. Sponsor may disqualify such entry at any point during or after the Contest Period. Sponsor may disqualify an entry if it includes content which, in Sponsor’s opinion, is unsuitable for publication in connection with this Contest. Additionally, any story submitted by a Contest entrant must comply with the following guidelines:
 - Story or Photo must be entirely original to the entrant. No portion of the story or photo may be taken from, excerpted from, copied from or summarize any published work or infringe upon the rights of any third party.
 - Story or Photo must NOT contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate in the sole discretion of the Sponsor, nor may story contain any derogatory references to Sponsor or any other person or entity.
 - Story or Photo submission must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by the Sponsor or the computers of any individual or entity participating in or otherwise associated with the Contest.
 - Entrant must have the permission from any person (or their parent or legal guardian if under 18) identified, depicted or described in the Story or Photo to use his/her name or refer to him/her in the Story or Photo prior to submission of the entry.
 - Story or Photo must not include brand names (other than MoonPie), copyrighted work, trademarks/logos or trade dress that may infringe on rights of any third party. The Story or Photo must not advertise or promote any brand or product of any kind other than MoonPie.

5. Grant of Rights: By submitting a Story or Photo and entering the Contest, each entrant hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsor all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the story or photo for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised without consideration or attribution to you, or review or approval by you, and without compensation of any kind or additional notice to you.

By creating and submitting a story or photo for entry into the Contest, each entrant acknowledges and agrees that entrant will not now or in the future be paid or compensated in any way for his/her entry or for granting the Sponsor any of the rights set out in these Official Rules. Entrant further acknowledges that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Story or Photo submission for any purpose which Sponsor deems necessary or desirable, and each entrant waives any and all so-called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Story or Photo submission.

6. Representations and Warranties: Each Entrant in this Contest represents and warrants as follows: (i) you have read, understand and will follow the Official Rules for this Contest; (ii) your entry complies with these Official Rules; (iii) the Story or Photo is the Entrant's own original, previously unpublished work; (iv) you own all rights to your Story or Photo, including, without limitation, copyrights; (v) the Story or Photo does not contain any computer virus, or is otherwise uncorrupted, and is wholly original with Entrant; (vi) as of the date of submission, the Story or Photo is not the subject of any actual or threatened litigation or claim, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof; (vii) the Story or Photo does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity and Sponsor's use thereof will not result in any third party obligations or liability to a third party; and (viii) the Story or Photo does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Entrant hereby agrees to indemnify and hold harmless the Contest Entities and related entities or agents from and against any and all third party claims, actions or proceedings of any kind and from any and all claims, damages (including reasonable attorneys' fees), injuries, death, liabilities, losses, costs and expenses relating to or arising out of any breach or alleged breach of any of your warranties, representations or agreements herein, violation of these Official Rules or the Website Terms and Conditions, your Story, or your conduct in creating your Story or submitting your entry or otherwise in connection with this Contest. You waive any right to inspect or approve uses of the Story or to be compensated for any such uses.

7. **Contest Judging, Winner Selection & Notification:** Eligible Stories and Photos submitted during the Contest Period will be evaluated by a panel of judges selected by the Sponsor to select the one (102) potential prize winners. Stories and Photos will be evaluated based on the application of the following criteria: Entrant's ability to convey a compelling MoonPie Memory via the Story or Photo submission (60% of total score); the Entrant's ability to describe or illustrate the MoonPie Memory in a creative manner (40% of total score). The Entrant receiving the highest score from the panel of judges will be declared the potential Grand Prize winner, subject to verification of eligibility. The Entrant receiving the second highest score from the panel of judges will be declared the potential Second Prize winner, subject to verification of eligibility. The Entrants receiving the third (3rd) through fifty-second (52nd) highest scores from the panel of judges will be declared potential Second Prize winners, subject to verification of eligibility. The Entrants receiving the fifty-third (53rd) through one-hundred-second (102nd) highest scores from the panel of judges will be declared Third Prize winners, subject to verification of eligibility. In the event of a tie, the Entrant scoring highest in the "Entrant's ability to convey a compelling MoonPie Memory via the Story submission" judging criteria will be used to determine priority.

All decisions of Sponsor shall be final and binding in all respects. The potential prize winner will be notified on or about July 31, 2017 by email or phone call from the Sponsor or Sponsor's representative, depending upon the potential winner's method of entry. In response to the prize notification, potential winner must reply to the Sponsor via email or via telephone to the Sponsor within forty-eight (48) hours of notification by the Sponsor. Failure to reply within forty-eight hours will result in the potential prize winner being disqualified and an alternate prize winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of each prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Potential Grand Prize winner and First Prize winner will be required to sign an Affidavit (or Declaration) of Eligibility/Release of Liability/Publicity and Advertising Consent and Release (except where prohibited by law), a W-9 form, and such other documents reasonably required by Sponsor and return such documents within ten (10) days of prize notification or potential winner will be disqualified and an alternate potential winner will be selected. Potential winner is subject to verification before the prize will be awarded. In the event that a potential winner is disqualified for any reason, the Entrant who submitted the next-highest scoring Story will be contacted by Sponsor's representative in the same manner as described above. The Contest Entrant is solely responsible for entering the Contest during the Contest Period and properly claiming a prize if selected as a winner. The reporting and payment of any required tax liabilities (federal, state and local) incurred by a prize winner as a result of this Contest are the sole responsibility of the winner.

8. **Prizes / Approximate Retail Value: (1) Grand Prize: 100-Year Supply of MoonPies.** The Grand Prize will be awarded as one (1) standard grocery case of a MoonPie product size (Mini, Singles or Doubles) and flavor (Chocolate, Vanilla, Banana, Salted Caramel or Strawberry) of winner's choice, one (1) case per calendar quarter; 4 cases per year for 100 years. Grand Prize is assignable to one (1) heir of Grand Prize winner's choice upon Grand Prize winner's death. Maximum approximate retail value of the Grand Prize is \$12,768.00. **(1) First Prize: Trip for two (winner and one adult guest) to Chattanooga, TN for VIP**

tour of MoonPie bakery. First Prize consists exclusively of: (“R/T”) coach air transportation for Grand Prize winner and one (1) travel companion, both of whom must be 18 years old or older, between major gateway airport nearest winner’s residence and Chattanooga, TN; R/T rental car for three (3) days in Chattanooga, TN; 2-nights hotel lodging (based on double occupancy) at hotel selected by Sponsor; VIP tour of MoonPie Bakery; MoonPie merchandise gift bag; dinner at a Chattanooga restaurant with MoonPie representatives; \$500 spending money. Approximate retail value of the First Prize is \$3,650.00. **(50) Second Prizes:** One (1) MoonPie hat. Approximate retail value of each Second Prize is \$15. **(50) Third Prizes:** One (1) MoonPie t-shirt. Approximate retail value of each Third Prize is \$15. Approximate retail value of all available prizes is \$16,418.00.

The First Prize winner and his or her travel companion must travel together on the same itinerary and possess all required travel documents prior to awarding of prize. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Sponsor reserves the right to structure the travel route in its sole discretion. ARV for travel prize may vary depending upon point of departure and destination and fare fluctuations. If the closest airport to prize winner’s home is in close enough proximity to prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner will receive alternate ground transportation from the Sponsor with no further obligation to the winner. First Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the First Prize ARV in these Official Rules. If the First Prize winner elects to travel without a guest, no additional compensation will be awarded to the winner and any portion of the First Prize allocated to the guest that is not used will be forfeited. In the event any scheduled First Prize event and/or any other component of the prize is cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the prize. In the event First Prize winner and/or his or her travel companion engage in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send First Prize winner and/or his or her travel companion home with no further compensation.

The First Prize winner must complete travel by June 30, 2019. Dates of departure and return are subject to change at Sponsor’s sole discretion. Should the need arise to change the dates of travel, Sponsor will provide the First Prize winner with 30 day advance notice of the revised travel plans. If the First Prize winner is unable to participate in the First Prize trip during dates approved by Sponsor, the First Prize will be forfeited in its entirety.

9. **Other Conditions of Participation:** Prizes may not be transferred or assigned except as described in these official rules. No prize substitution will be allowed. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. By accepting a prize, the winner agrees to Sponsor’s use of winner's name, city and state of residence, entry Story or Photo, and statements about the Contest and/or likeness for publicity, advertising and promotional purposes in all media worldwide (including but not limited to social media) without limitation and without further compensation or notice

(unless prohibited by law). Once the prize has been delivered to the winner's residence via delivery-confirmed mail or courier, the prize is considered "awarded." All income **taxes on any prize awarded are the sole responsibility of the prize winner.** All entries become the property of Sponsor and will not be acknowledged or returned except as provided herein. By entering, Contest entrants acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants agree to release Chattanooga Bakery, Inc., its affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies and each of their respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever caused or contributed to by participation in the Contest, and/or in connection with the awarding, receipt and use or misuse of the prize (if awarded to him/her), and/or claims based on publicity rights, defamation or invasion of privacy. Released Parties are not responsible for (i) entries that are lost, late, stolen, damaged, garbled, destroyed or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or, software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vi) any typographical or other error in any printing or advertising related to the Contest, in the administration or execution of the Contest, or in the announcement of prize winners, or (vii) cheating or fraud by any entrant.

If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Contest, or if this Contest is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Contest. If this Contest is terminated before the original end date, the Sponsor will select the prize winners from among all valid, non-suspect entries received as of the time/date of termination of the Contest.

Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or any aspect of this Contest.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Any participant who is notified that he or she has won is the *potential* winner until Sponsor determines, in its sole discretion, that the participant is eligible to win in accordance with these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, each entrant agrees that (a) any and all

disputes, claims and causes of action arising out of, or connected with, this Contest or any prize (if awarded to him/her) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in Hamilton County, Tennessee, United States, and litigation and/or trials will be decided solely by a judge. ENTRANT WAIVES TRIAL BY JURY IN ANY SUCH ACTION(S); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Contest, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Tennessee.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

10. **Winner's List:** To receive name and city / state of residence of prize winners, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "MoonPie Memory Winner's List", PO Box 11508, Bozeman, MT 59719-1508. All requests must be received by August 30, 2018.
11. **Sponsor:** Chattanooga Bakery, Inc. 900 Manufacturers Rd, Chattanooga, TN 37405.