

Bart & Judy's Bakery, Inc.
Just For Fun & Thanks™
Official Rules v1.2

1. NO PURCHASE NECESSARY.

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE DOES NOT AND WILL NOT INCREASE YOUR CHANCES OR THE ODDS OF WINNING.

2. GENERAL SWEEPSTAKES INFORMATION.

The “Just For Fun & Thanks™” (JFF&T™) Member Sweepstakes (“Sweepstakes”) will consist of a number of Sweepstakes drawings through 2017, 2018 and 2019. To be eligible for each Sweepstakes drawing, individuals must first enroll their Membership in JFF&T™ through the Just For Fun & Thanks™ portal located on the home page of: bartsbakery.com, or through other means (as explained in section “B” below) and have registered at least one (1) “Random Serial Number” obtained from Bart & Judy’s Bakery, Inc. box inserts or through other means (as described in section “C” below) within their JFF&T™, Membership Account. All Serial Numbers registered within a member’s account will automatically accumulate and roll-over into each Sweepstakes drawing subsequent to the date of that Serial Number’s registration. UPON ENTRY INTO ONE SWEEPSTAKES DRAWING YOU WILL AUTOMATICALLY BE ENTERED INTO SUBSEQUENT SWEEPSTAKES DRAWINGS. WINNERS FROM ONE SWEEPSTAKES DRAWING ARE ELIGIBLE TO WIN PRIZES FROM, SUBSEQUENT SWEEPSTAKES DRAWINGS. The sponsor of the Sweepstakes is Bart & Judy’s Bakery, Inc. (the “Sponsor”). THE SWEEPSTAKES SHALL BE SUBJECT TO THESE OFFICIAL RULES, AND BY ENTERING, ALL PARTICIPANTS AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.

The entry period for each Sweepstakes Drawing begins at 12:00am Pacific Standard Time (“PST”) on the 1st of each month and ends at 11:59pm PST on the last day of the month (“Entry Period”). ALL ENTRIES MUST BE RECEIVED BY 11:59PM PST, ON THE FINAL DAY OF EACH ENTRY PERIOD; ALL ENTRIES RECEIVED AFTER SUCH TIME WILL BE NULL AND VOID AND WILL BE INCLUDED IN THE NEXT SUBSEQUENT SWEEPSTAKES.

3. ELIGIBILITY:

The JFF&T™, Sweepstakes is only open to legal residents of the United States (except residents of Puerto Rico, all United States Territories and Possessions and overseas military installations). THE SWEEPSTAKES IS VOID IN ANY AREA OUTSIDE THE AREAS SPECIFIED ABOVE AND WHERE PROHIBITED BY APPLICABLE LAW. TO BE ELIGIBLE YOU MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER, AS OF THE DATE OF ENTRY, OR, IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), YOU MUST RECEIVE

PARENTAL CONSENT TO ENTER. Employees and their families of Bart & Judy's

Bakery, Inc. ("Bart & Judy's"), each of their respective affiliates, subsidiaries, parent companies and agencies (collectively, the "Promotional Parties") and those individuals living in the household of the individuals and parties, specified above, whether or not related, ARE NOT ELIGIBLE TO ENTER OR WIN. A PRIZE WON BY A MINOR IN THE JURISDICTION IN WHICH SAID MINOR RESIDES WILL BE AWARDED IN THE NAME OF SAID MINOR'S PARENT OR LEGAL GUARDIAN.

4. HOW TO ENTER.

A. On-Line

1. CLICK "I want to sign up" on the Just For Fun & Thanks™ form located on the JFF&T portal at: bartsbakery.com.
 2. Next enter your first official Random Serial Number, validate it, and complete the enrollment form.
 3. Serial Numbers are distributed randomly within approximately 50% of boxes of Bart & Judy's Bakery cookies and may also be obtained through alternative means as described in Section C, below.
 4. Upon commencement the JFF&T™ ("Sweepstakes") in 2017 and continuing through December 31, 2019 you may enter any Random Serial Numbers that you obtain into your member account, on the internet by logging onto the "Just For Fun & Thanks™" portal at: bartsbakery.com (the "On-line Entry Site").
 5. You may enter edit your account to register any previously unregistered Random Serial Number(s) or check previously registered Serial Numbers in your account at any time through the JFF&T portal at: bartsbakery.com.
5. You may collect any number of Serial Numbers in your membership account. The greater the number of Serial Numbers in your account, the greater your chances are of winning a sweepstakes drawing.
1. The Sweepstakes will consist of numbers of drawings to be held at random times from 2017, through 2019.
 2. IN REGARDS TO ONLINE ENTRY, the Promotional Party, Bart & Judy's Bakery, Inc. and each of their respective officers, directors, shareholders, employees, agents, and any and all internet server(s) and access provider(s) and each of their respective affiliates, subsidiaries, parent corporations and

advertising and promotional agencies and all of their officers, directors, shareholders, employees and agents (collectively, the “Releasees”) are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including but not limited to any injury or damage to participants’ or any other person’s computer relating to or resulting from participation in the Sweepstakes; inability to access the On-line Entry Site or any web pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or on the internet or on any website (including the On-line Entry Site) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of entering information at the On-line Entry Site is not considered proof of delivery or receipt. Illegal, incomplete, mechanically reproduced entries and entries in excess of the number stated above, from any one (1) valid email address, household address and/or person will be disqualified. False, fraudulent or deceptive entries or acts shall render entrants ineligible.

3. If a dispute arises about who submitted an entry on the On-line Entry Site, the entry will be deemed submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed to be the natural person assigned to an e-mail address by an internet access provider, services provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.
4. Internet entry must be by the entrant only through the On-line Entry Site (the Just For Fun & Thanks™ portal) at: bartsbakery.com. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for the Sweepstakes. The use of any device or computer software to automate the entry process is strictly prohibited. **B. Alternate Means of Membership Enrollment:**

As an alternate means of obtaining membership in JFF&T™, entrants may send a letter by U.S. Postal Service or facsimile transmission to:

Address for USPS:

Just For Fun & Thanks, Membership Dept. 1457
Lidcombe Ave., S. EL Monte, CA 91733

Fax number for facsimile: 626-258-8391

The letter should have a title, printed boldly in a min. ½” high block letters:
“MEMBERSHIP REQUEST”

The letter should include the following information about the entrant:

1. First and Last Name
2. Street Address, City, State and Zip Code
3. Day-time, Telephone Number
4. Email Address (if available)
5. And a password (8 letters and numbers)

Upon receipt of a “MEMBERSHIP REQUEST”, Bart & Judy’s Bakery will register a new membership account in the entrant’s name and register a first Serial Number within the entrant’s JFF&T™ account.

THERE IS A LIMIT OF ONLY ONE (1) ENROLLMENT PER PERSON, PER ADDRESS (and, or email address.)

If a dispute arises regarding who submitted the letter, the entry will be deemed submitted by the person whose name appears on the letter. **C.**

Alternate Means of Obtaining Serial Numbers:

1. As an alternate means of obtaining a Serial Number without having to purchase a Bart & Judy’s, Inc. product, you may obtain a serial number by sending a letter by U.S. Postal Service or facsimile transmission:

Address for USPS:

Just For Fun & Thanks, Serial Number Dept.
1457 Lidcombe Ave., S. EL Monte, CA 91733

Fax number for facsimile: 626-258-8391

The letter should have a title printed boldly in a min. ½” high block letters stating: “SERIAL NUMBER REQUEST” and include the following information about the member:

1. Member’s First and Last Name

2. Street Address, City, State and Zip Code
3. Day-time, Telephone Number
4. Email Address (if available) and password

Upon receipt of a “SERIAL NUMBER REQUEST”, Bart & Judy’s Bakery will enter a new Random Serial Number into the members JFF&T™ account.

THERE IS A LIMIT OF ONLY ONE (1) SERIAL NUMBER REQUEST PER PERSON, PER ADDRESS (and, or email address) PER MONTH.

If a dispute arises regarding who submitted the letter, the entry will be deemed submitted by the person whose name appears on the letter.

D. ALL ENTRIES BECOME THE PROPERTY OF THE SPONSORS AND WILL NOT BE ACKNOWLEDGED OR RETURNED. BY ENTERING THE SWEEPSTAKES, ENTRANTS AFFIRM THAT THEY HAVE READ AND ACCEPTED THESE OFFICIAL RULES.

1. SELECTION OF WINNERS.

A. Winners from each Sweepstakes Drawing will be selected in a random drawing of all registered Serial Numbers between the 5th and 25th day after the close of each Sweepstakes period. Each random drawing will be conducted by RANDOM.ORG, an independent judging organization, whose decisions are final in all matters relating to the Sweepstakes. There may be various numbers of winners in each Sweepstakes Drawing. WINNERS FROM ONE SWEEPSTAKES DRAWING ARE ELIGIBLE TO WIN PRIZES FROM SUBSEQUENT SWEEPSTAKES DRAWINGS.

B. Winners from each Sweepstakes Drawing will be notified by e-mail, and/or telephone. Winners of prizes valued over \$500.00 will be required to execute and return a notarized Affidavit of Eligibility/ Release of Liability, a Publicity Release Form (except where prohibited) and a completed IRS W-9 form, within ten (10) days of the date of issuance. Failure to return all required forms within the ten (10) day period may result in the winner being disqualified and an alternate winner selected. If any prize notification or prize is returned as undeliverable for any reason, an alternate winner will be selected.

C. The total approximate retail value (“ARV”) for each Sweepstakes Drawing is, from ten and 00/100 Dollars (\$10.00) to Seven Thousand and 00/100 Dollars (\$7,000.00). The odds of winning a prize are determined by the total number of registered Serial Numbers in JFF&T’s members accounts.

2. TAXES.

ALL FEDERAL, STATE, AND LOCAL TAX LIABILITIES, IF ANY, ARE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE WINNERS.

3. PRIZES.

A. GENERALLY. All Prizes will be awarded. Acceptance of a Prize constitutes permission (except where prohibited) to use the winner's name, likeness, picture, voice, biographical information, and statements for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, Worldwide and on the internet, WITHOUT ADDITIONAL COMPENSATION OF ANY KIND. Prize conditions may be added or modified by Sponsors. SPONSORS WILL NOT REPLACE ANY LOST, MISPLACED OR STOLEN PRIZES. Prizes are non-transferable, assignable and have no cash value. NO PRIZE SUBSTITUTION OR CASH REDEMPTION IS ALLOWED BY THE WINNERS. Sponsors reserve the right to substitute prizes of comparable value if the advertised prize becomes unavailable. Prizes may not be sold, bartered or exchanged by the winners. All prizes are provided "as is" and without any warranty of any kind, whether express or implied, including but not limited to the implied warranty of marketability and fitness for a particular purpose. Limit one (1) prize per person/household/family. By accepting the prize, the winners acknowledge compliance with these rules.

B. ONE, ANNUAL FIRST PRIZE. The First Prize shall consist of a 14 day trip to Paris, France for two (2). The Approximate Retail Value (ARV) of the First Prize is seven thousand and 00/100 Dollars (\$7,000.00). Which is based upon airfare for two to Paris, 14 days accommodation for two and \$1,500 cash expenses, for two.

C. ONE HUNDRED OR MORE MONTHLY SECOND PRIZES. The Monthly Prizes shall consist of an assortment of fun and exciting gifts of variable values ranging from ten dollars and 00/100 (\$10.00 to two hundred and fifty dollars and 00/100 (\$250.00). Total annual ARV of all prizes is approximately \$75,000.00.

4. LIMITATION ON LIABILITY.

RELEASEES SHALL NOT BE LIABLE TO ANY WINNER OR TO ANY OTHER PERSON FOR FAILURE TO SUPPLY ANY PRIZE OR ANY PART THEREOF, BY REASON OF ACTS OF GOD, ANY ACTION(S), REGULATION(S), ORDER(S) OR REQUEST(S) BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY (WHETHER OR NOT THE ACTION(S), REGULATION(S), ORDER(S) OR REQUEST(S) PROVE TO BE INVALID); EQUIPMENT FAILURE; TERRORIST ACTS; EARTHQUAKE; WAR; FIRE; FLOOD; EXPLOSION; UNUSUALLY SEVERE WEATHER; HURRICANE; EMBARGO; LABOR DISPUTE OR STRIKE (WHETHER LEGAL OR ILLEGAL); LABOR OR MATERIAL SHORTAGE; TRANSPORTATION INTERRUPTION OF ANY KIND; WORK SLOW-DOWN; CIVIL DISTURBANCE; INSURRECTION; RIOT; OR ANY OTHER CAUSE(S) BEYOND THE RELEASEES' SOLE CONTROL.

5. GOVERNING LAW; JURISDICTION.

The Sweepstakes shall be governed by and construed in accordance with the laws of the United States. By entering into the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of the United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

6. **PRIVACY.**

Any information collected by participants registering to enter the Sweepstakes shall be used only in a manner consistent with these Official Rules and with the Bart & Judy's Bakery, Inc. Privacy Policy, which can both be accessed through a link on the JFF&T™ portal at: bartsbakery.com.

7. **RELEASE AND WAIVER.**

ENTRANTS RELEASE AND WAIVE ANY CLAIM THEY MAY HAVE AGAINST RELEASEES FOR ANY AND ALL INJURIES, CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM, RELATED TO, OR IN CONNECTION WITH ACCEPTANCE, USE OR MISUSE OF ANY PRIZE OR ANY ELEMENT THEREOF, OR FROM ENTRY OR PARTICIPATION IN THE SWEEPSTAKES.

8. **WINNERS' LIST.**

For an official winners' list or a copy of these Official Rules, send a self-addressed, stamped envelope to:

"Just For Fun & Thanks" Sweepstakes
(Specify request for either Official Rules or Official Winners List)
1457 Lidcombe Ave., S. EL Monte, CA 91733

9. **PROBLEMS WITH SWEEPSTAKES.**

If for any reason the Sweepstakes is not capable of running as planned, or if the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions of entrants, fraud, technical failures or any other causes, in the Sponsors' sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Sponsors reserve the right, in the Sponsor's sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend the Sweepstakes or any portion thereof.

In the event the Sweepstakes is cancelled, the Sponsors will conduct a random drawing to award all prizes from among all eligible, non-suspect Serial Number

entries received prior to the time of the action or event warranting cancellation. If such cancellation, termination, modification or suspension occurs, notification will be posted at the On-line Entry site. Any attempt by an entrant or other individual to deliberately damage any website (including the On-line Entry Site) or undermine the legitimate operation of the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

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